

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.005

Agenda No. 10.A

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING CALENDAR YEAR 2013 APPROPRIATION RESERVE TRANSFERS.

COUNCIL
adoption of the following resolution:

offered and moved

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2013 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

| | <u>FROM</u> | <u>TO</u> |
|---|--------------|--------------|
| 26-114 Eng, Arch, Traff & Transportation OE | \$500 | |
| 20-110 Mayor's Office OE | | \$500 |
| TOTAL: | \$500 | \$500 |

APPROVED: Rolando R. Lavarro, Jr.

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.006

Agenda No. 10.B

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL

adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2014 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2014 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2014 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **180,073,606**.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

| | FROM: | TO: |
|------------------------------------|-----------|------------|
| EMPLOYEE NON -CONTRIBUTORY PENSION | 0 | 55,127 |
| PENSIONED EMPLOYEES | 0 | 17,349 |
| PAYMENTS TO WIDOWS/DEPENDENTS | 0 | 180 |
| UEZ - INDIA ARCHES | 0 | 200,000 |
| NY/NJ SNOWFLAKE DONATION | 0 | 180,000 |
| IRA SEDRANSK DONATION | 0 | 3,000 |
| JERSEY CITY INCINERATOR AUTHORITY | 3,420,000 | 11,400,000 |

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2014 Municipal Budget.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING THE APPROVAL OF URBAN ENTERPRISE ZONES FUNDS TO PROVIDE FUNDING FOR THE GATEWAY ARCHES TO INDIA SQUARE PROJECT

2. Name and Title of Person Initiating Ordinance/Resolution :

DONNA MAUER, CHIEF FINANCIAL OFFICER

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

This resolution allows for EDC funds to be utilized to finance the cost of designing of the "Gateway Arches" in "India Square", the section of Newark Avenue between Tonnelle Avenue and John F. Kennedy Boulevard. These arches will be installed directly and permanently into the sidewalk on Newark Avenue and span across the street, leaving space for vehicular traffic below and pedestrian traffic alongside. The arches will have an artistic, elaborate, ornamental design that reflects Indian culture and history. All funding will come from the EDC and no Municipal Budget funds will be required for this project (this resolution is allowing the City of Jersey City to accept funds from the EDC for this project).

4. Reasons (Need) for the Proposed Program, Project, etc.:

The arches will become the centerpiece of India Square, attracting visitors from outside the community and the City. This project aligns with the Administration's goal to enhance redevelopment of the Journal Square area and it demonstrates the Administrations commitment to the Indian Community and to the Journal Square area. It will also be a source of pride and a symbol of Indian culture for not just the very large Indian community that resides in close proximity to India Square but for the entire City and Indian communities from throughout the region.

5. Anticipated Benefits to the Community:

The arches will attract tourists and other visitors to the area, enhance the visual appeal of the area, create a source of pride for the Indian community in Jersey City, and spur economic redevelopment in the Journal Square area (see above).

6. Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

The initial design of the arches will cost \$39,500, to be paid in full using EDC funding available for projects such as this. The fabrication of the arches and the installation of the arches will require separate resolutions, and as a result additional costs, but all payments will be covered by funding available from the EDC (no Jersey City municipal budget funding will be used).

7. Date Proposed Program or Project will Commence:

A separate council resolution is required to award the contract to the design the Gateway Arches and award the vendor. The next resolution can be voted on at the next Council meeting (the RFP has already been released, bids have been received, and bids have been evaluated).

8. Anticipated Completion Date:

45 days from date of awarding contract.

Brian Platt

I certify that all the facts presented herein are accurate.



DONNA MAUER
CHIEF FINANCIAL OFFICER

1/8/14
DATE

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.007

Agenda No. 10.C

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING THE APPROVAL OF URBAN ENTERPRISE ZONES FUNDS TO PROVIDE FUNDING FOR THE GATEWAY ARCHES TO INDIA SQUARE PROJECT

COUNCIL

offered and moved

adoption of the following resolutions:

WHEREAS, as of March 29, 2011, the New Jersey Department of Community Affairs has authorized municipalities to use existing Urban Enterprise Zone "UEZ" funding to fund new projects consistent with the purposes of the UEZ Program; and

WHEREAS, the City desires to have arches installed at the section of Newark Avenue between Tonelle Avenue and John F. Kennedy Boulevard that will have an artistic, elaborate, ornamental design that reflects Indian culture and history; and,

WHEREAS, these arches will become the centerpiece of India Square, attracting visitors from outside the community and the City; and,

WHEREAS, the proposed project will be conducted within an Urban Enterprise Zone and is therefore eligible for the funding; and

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Gateway Arches to India Square Project is eligible to be derived from existing Urban Enterprise Zone funding.
2. The Office of Management and Budget is authorized to establish a grant account in the amount of \$200,000.

APPROVED: *Donna Mayer*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]

Rolando R. Lavarro, Jr., President of Council

[Signature]

Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING THE APPROVAL OF URBAN ENTERPRISE ZONES FUNDS TO PROVIDE FUNDING FOR THE GATEWAY ARCHES TO INDIA SQUARE PROJECT

2. Name and Title of Person Initiating Ordinance/Resolution :

DONNA MAUER, CHIEF FINANCIAL OFFICER

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

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4. Reasons (Need) for the Proposed Program, Project, etc.:

The arches will become the centerpiece of India Square, attracting visitors from outside the community and the City. This project aligns with the Administration's goal to enhance redevelopment of the Journal Square area and it demonstrates the Administrations commitment to the Indian Community and to the Journal Square area. It will also be a source of pride and a symbol of Indian culture for not just the very large Indian community that resides in close proximity to India Square but for the entire City and Indian communities from throughout the region.

5. Anticipated Benefits to the Community:

The arches will attract tourists and other visitors to the area, enhance the visual appeal of the area, create a source of pride for the Indian community in Jersey City, and spur economic redevelopment in the Journal Square area (see above).

6. Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

The initial design of the arches will cost \$39,500, to be paid in full using EDC funding available for projects such as this. The fabrication of the arches and the installation of the arches will require separate resolutions, and as a result additional costs, but all payments will be covered by funding available from the EDC (no Jersey City municipal budget funding will be used).

7. Date Proposed Program or Project will Commence:

A separate council resolution is required to award the contract to the design the Gateway Arches and award the vendor. The next resolution can be voted on at the next Council meeting (the RFP has already been released, bids have been received, and bids have been evaluated).

8. Anticipated Completion Date:

45 days from date of awarding contract.

Brian Platt

I certify that all the facts presented herein are accurate.



DONNA MAUER
CHIEF FINANCIAL OFFICER

1/8/14

DATE

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.008

Agenda No. 10.D

Approved: JAN 15 2014

TITLE:



CANCELLATION OF 2012 REAL ESTATE TAXES ON BLOCK 6501 LOT 1 ALSO KNOWN AS 3026 KENNEDY BLVD OWNED BY ST. JOHN'S CHURCH

COUNCIL OFFERED, AND MOVED ADOPTION
OF THE FOLLOWING RESOLUTION:

WHEREAS, the property located at Block 6501 Lot A Qual X owned by St. John's Church was assessed for the 2012 tax year; and

WHEREAS, the property still shows open and should be exempt according to the Tax Assessor; and

WHEREAS, the Tax Collector's files still indicate that taxes are due for the tax year 2012 and the Tax Collector would like to cancel the erroneous charges; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 6501 Lot 1 Qual X also known as 3026 KENNEDY BLVD is hereby canceled.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |


✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council




Robert Byrne, City Clerk

CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
TAX COLLECTOR'S OFFICE

DATE: January 9, 2014

TO: Rolando Lavarro Jr. , City Council President
Members of the City Council

FROM: Maureen Cosgrove, Tax Collector 

SUBJECT: Fact Sheet - St. John'S Church 2012 tax exempt

The attached resolution is being done because as per the Tax Assessor, Eduardo Tolaza, the property was being used as a charter school and is considered tax exempt for the 2012 tax year.

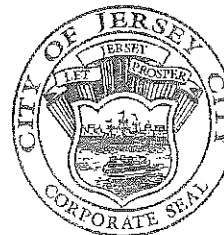
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.009

Agenda No. 10.E

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING A PRIVATE SALE OF TAX SALE CERTIFICATES OWNED BY THE CITY OF JERSEY CITY, PURSUANT TO N.J.S.A. 54:5-113.

**COUNCIL
THE FOLLOWING RESOLUTION:**

OFFERED, AND MOVED ADOPTION OF

WHEREAS, N.J.S.A. 54:5-113 provides that a municipality which has acquired tax sale certificates for delinquent taxes may, by resolution, assign such certificates at a private sale for an amount not less than the amount of municipal liens; and

WHEREAS, the investor listed below has requested assignment of certain tax sale certificates held by the City of Jersey City; and

WHEREAS, pursuant to N.J.S.A. 54:5-114, the Collector has notified the owners and posted such notice in three public places at least five days prior to adoption of this Resolution and has published notice of assignment in a newspaper of general circulation within five days prior to adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Pursuant to N.J.S.A. 54:5-113, the City of Jersey City be authorized to assign the certificates listed on the attached schedule at a private sale to the below listed investor.

2. The consideration of these assignments shall not be less than the amount of liens and other municipal charges charged against such real property.

3. Upon payment of the consideration of the certificates, the Tax Collector shall execute an assignment of all certificates listed on the attached schedule. (See Attachment)

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

14.009 JAN 15 2014
ASSIGN TO:

Gregory Judge
49 Tonnele Avenue
Jersey City, New Jersey 07306

| BLOCK/ CERT.# | LOT Acct# | Qualifier | ASSESSED TO/ ADDRESS/ PROPERTY LOCATION | Assignment AMOUNT | Item |
|--------------------|--------------|-----------|--|----------------------|------|
| 25101 2013-1980 | 58 202903 | | FREJUSTE, ROMAIN 52 COOLIDGE RD. MAPLEWOOD, NJ 07040 164.5 M.L. KING DRIVE | 7,433.99 | 1 |
| 25603 2013-2022 | 4 205732 | | SKYWAY REALTY, LLC 327 MANHATTAN AVE. JERSEY CITY, NJ 07307 126 M.L. KING DRIVE | 6,544.25 | 2 |
| 26401 2013-2143 | 33 595345 | | MT.OLIVE PENTECOSTAL FAITH CHURCH 150 STEVENS AVE. JERSEY CITY, NJ 07305 152 STEVENS AVE. | 1,201.80 | 3 |
| 26404 2013-2167 | 39 212621 | | VINEY, L'MANI 34 M.L. KING DR. JERSEY CITY, N.J. 07305 34 M.L. KING DRIVE | 6,052.56 | 4 |
| 27401 2013-2257 | 39 249524 | | METRO REALTY CORP. 10 EAST LINDEN AVE JERSEY CITY, NJ 07305 E.LINDEN TO CHAPEL | 15,479.07 | 5 |
| 27701 2013-2286 | 4 651700 | | LIBERTY NATIONAL DEVOP. CO. LLC. 100 CAVEN POINT ROAD JERSEY CITY, N J 07305 FT.OF LINDEN AVE. | 5,947.36 | 6 |
| total | | | | \$42,659.03 | |

14.009 JAN 15 2014

ASSIGN TO: **Jenny Gallagher**
217 Manhattan Avenue
Jersey City, New Jersey 07307

| BLOCK/ CERT.# | LOT Acct# | Qualifier | ASSESSED TO/ ADDRESS/ PROPERTY LOCATION | Assignment AMOUNT | Item |
|--------------------|--------------|-----------|---|----------------------|------|
| 23602 2013-1835 | 25 247742 | | ROBINSON, WILLIEM. TRUSTEE 50 CLERK ST. JERSEY CITY, N.J. 07305 50 CLERK ST. | 1,730.67 | 1 |
| 26401 2013-2142 | 16 209189 | | REYES, ARACELIS 217 CLERK ST. #1 JERSEY CITY, N.J. 07305 71 M.L. KING DRIVE | 3,276.86 | 2 |
| 26502 2013-2182 | 42 210617 | | PARRILLA, EDWIN 26 WADE STREET JERSEY CITY, NJ 07305 26 WADE ST | 7,790.22 | 3 |
| 27003 2013-2222 | 5 214346 | | ORO, ILEANA 712 COTTENWOOD DRIVE. FRANKLIN LAKES, NJ 07417 69 ROSE AVE. | 14,332.29 | 4 |
| 27204 2013-2251 | 4 215731 | | CANALS, CHRISTIAN & GARRIDO, ABEL 45 SHEFFIELD ST. JERSEY CITY, NJ 07305 45 SHEFFIELD ST. | 9,810.22 | 5 |
| 28603 2013-2364 | 59 570400 | | SANTANA, FRANKLIN 1686 KENNEDY BLVD. JERSEY CITY, N.J. 07305 1686 KENNEDY BLVD | 1,560.81 | 6 |
| 29401 2013-2436 | 38 231423 | | HANDLER, ALFRED A. & BONNIE D. 1 MURYLU DRIVE JERSEY CITY, N.J. 07305 1 MURYLU DR. | 16,529.39 | 7 |

Total

55,030.46

14.009 JAN 15 2014

**Assign To: ANBAR HOLDINGS 1, LLC
57 SIP AVENUE APT. PHA
JERSEY CITY, NEW JERSEY 07306**

| BLOCK/ CERT.# | LOT Acct# | Qualifier | ASSESSED TO/ ADDRESS/ PROPERTY LOCATION | Assignment AMOUNT | Item |
|--------------------|--------------|-----------|--|----------------------|------|
| 26404 2013-2167 | 39 212621 | | VINEY, L'MANI 34 M.L. KING DR. JERSEY CITY, N.J. 07305 34 M.L. KING DRIVE | 6,052.56 | 1 |
| 26602 2013-2192 | 1 238949 | | SP DEVELOPERS, LLC 188 LEMBECK AVENUE JERSEY CITY, NJ 07305 364 OCEAN AVE. | 4,050.50 | 2 |
| 28101 2013-2305 | 24 553396 | | A & R HOMES DEVELOPMENT, LLC 280 NEWARK AVENUE JERSEY CITY, NJ 07302 263 OLD BERGEN ROAD | 8,372.39 | 3 |
| Total | | | | 18,475.45 | |

**AssignTo: PEI SICARDI
91 KENSINGTON AVENUE
JERSEY CITY, NJ 07304**

| BLOCK/ CERT.# | LOT Acct# | Qualifier | ASSESSED TO/ ADDRESS/ PROPERTY LOCATION | Assignment AMOUNT | Item |
|--------------------|--------------|-----------|---|----------------------|------|
| 10704 2013-0643 | 18 315861 | | 381-385 SUMMIT AVENUE,LLC 381-385 189 BERDAN AVE., #214 WAYNE, NJ 07470 381-383 SUMMIT AVE. | 3,569.24 | 1 |
| Total | | | | 3,569.24 | |

**AssignTo: ALGE CONSULTING CORP.
2900 NEW YORK AVE PMB #
WOODBIDGE, N.J. 07095**

| BLOCK/ CERT.# | LOT Acct# | Qualifier | ASSESSED TO/ ADDRESS/ PROPERTY LOCATION | Assignment AMOUNT | Item |
|--------------------|--------------|-----------|---|----------------------|------|
| 16803 2013-1152 | 76 331074 | | EVANGELICAL CHURCH OF GOD 151 RUTHERFORD AVENUE WOODBIDGE, N.J. 07095 170.5 MONTICELLO AVENUE | 892.95 | 1 |
| Total | | | | 892.95 | |

INTEROFFICE MEMORANDUM

TO: ROLANDO R. LAVARRO, JR., COUNCIL PRESIDENT
FROM: ANTHONY ESPOSITO, ASSISTANT TAX COLLECTOR *AE*
SUBJECT: CITY OWNED LIENS ASSIGNED TO THIRD PARTIES
DATE: JANUARY 9, 2014

The Jersey City Tax Collector held a accelerated tax sale on December 19, 2013 to collect delinquent taxes/water, sewer, and other municipal charges from third parties and put into motion a third party lien against the property. As a result of this tax sale the attached listing were properties no one had an interest in at the time of the sale. Therefore the accounts became City held liens. The day after the tax sale was closed the Tax Collector was notified with an interest in the attached properties. The attached resolution allows the tax collector to assign the City held liens to the attached third party lien holders.

This assignment will allow the City to collect the delinquencies on the attached accounts which would also help the City stabilize the 2014 tax rate due to lower collections on delinquent accounts. The state of New Jersey Division of Community Affairs and the Jersey City Tax Collector feels that it is in the best interest to the City of Jersey City to assign the attached liens to third parties.

If I can be of further assistance please contact me at 201547-5124 or anthonye@jcnj.org.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.010

Agenda No. 10.F

Approved: JAN 15 2014

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR
TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING
134 HOPKINS AVENUE A/K/A BLOCK 5603, LOT 39, F/K/A BLOCK 576,
LOT 38**

COUNCIL

adoption of the following resolution:

offered and moved

WHEREAS, on December 19, 2003, Samir & Bhumi Shah (Borrower) executed a second mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$19,707.22 made under the Golden Neighborhoods Homeownership Program; and

WHEREAS, the loan was made for the purpose of financing a one (1) family unit and self-amortizes over ten (10) years provided the homeowners reside in the property and do not sell the property; and

WHEREAS, the mortgage affects property known as 134 Hopkins Avenue, Jersey City, also known as Block 5603, Lot 39 formerly known as Block 576, Lot 38; and

WHEREAS, the ten (10) year period has expired and the City by its Division of Community Development has reviewed the documents and determined that that the owners have complied with the conditions of the mortgage; and

WHEREAS, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage for Samir & Bhumi Shah in the sum of \$19,707.22 affecting 134 Hopkins Avenue, Jersey City, also known as Block 5603, Lot 39 f/k/a Block 576, Lot 38.

IW/igp
1/7/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 134 HOPKINS AVENUE A/K/A BLOCK 5603, LOT 39 F/K/A BLOCK 576, LOT 38

Initiator

| | | |
|---------------------|----------------|-------------------------------|
| Department/Division | LAW | |
| Name/Title | Itza Wilson | Assistant Corporation Counsel |
| Phone/email | (201) 547-5444 | iwilson@jenj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of Mortgage for Samir & Bhumi Shah (Borrowers) dated December 19, 2003, in the sum of \$19,707.22.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

January 7, 2014

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

Re: Request for Discharge of Mortgage

Dear Council President and Members of the Municipal Council:

This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HARP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

Very truly yours,

JEREMY FARRELL
CORPORATION COUNSEL

By: 

Itza Wilson
Assistant Corporation Counsel

IW/igp
Encl.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.011
Agenda No. 10.6
Approved: JAN 15 2014
TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 35 STEVENS AVENUE A/K/A BLOCK 26502, LOT 16 F/K/A BLOCK 1348, LOT 22

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on June 15, 2006, Venies Polite (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$10,785.00 made under the SHORP; and

WHEREAS, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 35 Stevens Avenue, Jersey City, also known as Block 26502, Lot 16 f/k/a Block 1348, Lot 22; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Venies Polite dated June 15, 2006, in the sum of \$10,785.00 affecting 35 Stevens Avenue, also known as Block 26502, Lot 16 f/k/a Block 1348, Lot 22.

IW/igp
12/19/13

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 35 STEVENS AVENUE A/K/A BLOCK 26502, LOT 16 F/K/A BLOCK 1348., LOT 22

Initiator

| | | |
|---------------------|----------------|-------------------------------|
| Department/Division | LAW | |
| Name/Title | Itza Wilson | Assistant Corporation Counsel |
| Phone/email | (201) 547-5444 | iwilson@cnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of Mortgage of Venies Polite (Borrower) dated June 15, 2006, in the sum of \$10,758.00.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

December 19, 2013

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 08306

**Re: A Resolution Authorizing the Business Administrator to Execute a Discharge
of Mortgage Affecting 35 Stevens Avenue A/K/A Block 26502, Lot 16 F/K/A
1348, Lot 22**

Dear Council President and Members of the Municipal Council:

This memo will explain the discharge of mortgage request by an individual homeowner. As a condition of receiving a grant under various programs such as SHRP or the HGRP Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

Very truly yours,

JEREMY FARRELL
CORPORATION COUNSEL

Itza Wilson
Assistant Corporation Counsel

IW/igp
Encl.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.012
Agenda No. 10.H
Approved: JAN 15 2014
TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 80 STORMS AVENUE A/K/A BLOCK 15201, LOT 25

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Victor and Mariana Gonzalez, the owners of 80 Storms Avenue a/k/a Block 15201, Lot 25 f/k/a Block 1905, Lot 19 (Property), participated in the City of Jersey City's ("City") Golden Neighborhood Homeownership Program; and

WHEREAS, the owners received a \$95,000.00 loan from the City on May 17, 2004 for the purpose of financing the purchase of a two-family residential unit; and

WHEREAS, the City's loan was recorded as a second mortgage against the property; and

WHEREAS, the City's mortgage self-amortizes provided that the homeowners reside in the property, do not sell the property, and the property remains affordable to low and moderate income households during the restricted period of fifteen (15) years; and

WHEREAS, the owners desire to refinance their first mortgage in order to obtain a lower interest rate and lower monthly mortgage payments; and

WHEREAS, in order to obtain the new mortgage, Quicken Loans, Inc., requires that the City's mortgage be made subordinate to its first mortgage; and

WHEREAS, the amount of the new first loan is \$73,200.00; and

WHEREAS, the City's mortgage will remain in second lien position; and

WHEREAS, the Division has reviewed the request for the City to subordinate its mortgage to the loan of Quicken Loans, Inc. and recommends that the City agree to the subordination because the value of the property supports the amount of the new loan and the City's mortgage and the City desires to assist the owners in obtaining a lower interest rate on the first mortgage.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 80 Storms Avenue, also known as Block 15201, Lot 25 f/k/a Block 1905, Lot 19, to the interests of a new first mortgage with Quicken Loans, Inc.

IW/
12/19/13

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 80 STORMS AVENUE A/K/A BLOCK 15201, LOT 25

Initiator

| | | |
|---------------------|----------------|-------------------------------|
| Department/Division | LAW | |
| Name/Title | Itza Wilson | Assistant Corporation Counsel |
| Phone/email | (201) 547-5444 | iwilson@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Subordinating the City's lien affecting 80 Storms Avenue, also known as Block 15201, Lot 25 f/k/a Block 1905, Lot 19, to the interests of a new first mortgage with Quicken Loans, Inc.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

December 19, 2013

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

**Re: Resolution Authorizing the Execution of a Mortgage Subordination
Agreement affecting the property known as 80 Storms Avenue a/k/a Block
15201, Lot 25**

Dear Council President and Members of the Municipal Council:

This letter will explain the request for a subordination agreement by an individual homeowner. The homeowner receives a mortgage from the City of Jersey City (City) which is recorded as a second mortgage against the property. Subsequently, the homeowner seeks to refinance the existing first mortgage for a sum certain in order to obtain a lower interest rate and make lower monthly mortgage payments. The new lender will require that the City agrees to subordinate its mortgage to the lender's new mortgage. The City will agree to the subordination provided that the value of the property supports the amount of the new loan and the City's mortgage. The new lender's mortgage will be in first lien position. The City's mortgage remains in second lien position against the property.

Very truly yours,

**JEREMY FARRELL
CORPORATION COUNSEL**

Itza Wilson
Assistant Corporation Counsel

IW/igp
Enclosure

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.013

Agenda No. 10.I

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$28,384. AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY AMBRIOLA CO., INC., AND 171 HILLSIDE, LLC

**COUNCIL
MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

OFFERED AND

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; and

WHEREAS, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Tax Assessor and Corporation Counsel have recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

These settlements will result in a refund and/or credit in the amount of \$28,384.

MAM/mw
1-6-14

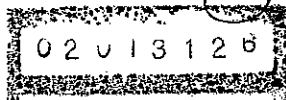
APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel



Certification Required ☐

Not Required ☐

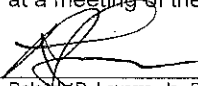
APPROVED 9-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

14.013 JAN 15 2014

SCHEDULE A - Dated January 6, 2014; Meeting January 15, 2014

| Block | Lot | Tax Year | Taxpayer/ Owner | Property Address | Present Assessment | Settled Assessment | Assessment Reduction | Refund |
|-------|-----|-------------|--------------------|---------------------|-----------------------|-----------------------|-------------------------|----------|
| 2154 | 71 | 2011 | Ambriola Co., Inc | 95 Burma Road | \$800,000 | \$600,000 | \$200,000 | \$14,016 |
| 21503 | 10 | 2012 | 171 Hillside, LLC | 95 Burma Road | \$800,000 | \$600,000 | \$200,000 | \$14,368 |
| TOTAL | | | | | | | | \$28,384 |

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing a refund/credit of \$28,384.00 and a reduction in assessment to settle tax appeals filed by Ambriola Co., Inc., and 171 Hillside, LLC

Initiator

| Department/Division | Law | Law |
|---------------------|----------------|-------------------------------|
| Name/Title | MaryAnn Murphy | Assistant Corporation Counsel |
| Phone/email | 201-547-4269 | MaryannM@cnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Ambriola Co., Inc., and 171 Hillside, LLC, the owners in succession of the property listed on the attached page. The refund results from an agreement that the assessment on the property fell outside the range permitted for the 2011 and 2012 tax years. The total tax dollar refund for this appeal is \$28,384.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

EDUARDO TOLOZA, CITY ASSESSOR

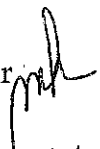
Telephone: (201) 547-5132

Fax: (201) 547-4949

MEMORANDUM

DATE: January 6, 2014

TO: Rolando Lavarro, Council President and Members of the City Council

FROM: Michele Hennessey, Deputy Tax Assessor 

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreement

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Ambriola Co., Inc., and 171 Hillside, LLC, the owners in succession of the property listed on the attached page. The refund results from an agreement that the assessment on the property fell outside the range permitted for the 2011 and 2012 tax years. The total tax dollar refund for this appeal is \$28,384.

The subject property, a industrial building currently assessed at \$800,000, was purchased by 171 Hillside, LLC, from Ambriola Co., Inc., in July of 2011. The purchase price was \$1,680,000. After a review of the income and expenses related to the building, we negotiated a fair market value of \$1,900,000 and a revised assessment of \$600,000.

I recommend this settlement as being in the best interests of the City.

MBH/mm

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.014
Agenda No. 10.J
Approved: JAN 15 2014
TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$236.15 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY NORFOLK SOUTHERN RAILWAY COMPANY

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; and

WHEREAS, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Tax Assessor and Corporation Counsel have recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

These settlements will result in a refund and/or credit in the amount of \$236.15.

MAM/mw
1-15-14

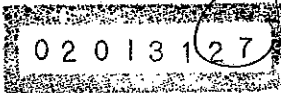
APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel



Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing a refund/credit of \$236.15 and a reduction in assessment to settle tax appeals filed by Norfolk Southern Railway Company

Initiator

| | | |
|---------------------|-----------------|-------------------------------|
| Department/Division | Law | Law |
| Name/Title | Mary Ann Murphy | Assistant Corporation Counsel |
| Phone/email | 201-547-4269 | MaryannM@cnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Norfolk Southern Railway Company, the owner of the property listed on the tax map as Block 6902, Lot 35. The property in question was mistakenly being taxed by both the City and by the State of New Jersey. Since it has been determined that it is being used and has been used for railroad purposes, it should have been taxed solely by the State. A tax lien on the property was sold to a third-party lienholder, so the City must reimburse him the sum of \$236.15.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

EDUARDO TOLOZA, CITY ASSESSOR

Telephone: (201) 547-5132

Fax: (201) 547-4949

MEMORANDUM

DATE: January 6, 2014

TO: Rolando Lavarro, Council President and Members of the City Council

FROM: Michele Hennessey, Deputy Tax Assessor *mm*

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreement

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Norfolk Southern Railway Company, the owner of the property listed on the tax map as Block 6902, Lot 35. The property in question was mistakenly being taxed by both the City and by the State of New Jersey. Since it has been determined that it is being used and has been used for railroad purposes, it should have been taxed solely by the State. A tax lien on the property was sold to a third-party lienholder, so the City must reimburse him the sum of \$236.15.

I recommend this settlement as being in the best interests of the City.

MBH/mm

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.015

Agenda No. 10.K

Approved: JAN 15 2014

TITLE:



RESOLUTION TEMPORARILY PROCLAIMING CHRISTOPHER COLUMBUS DRIVE "SUPER BOWL DRIVE" FOR THE WEEK BEGINNING SUNDAY JANUARY 26, 2014 AND ENDING MONDAY FEBRUARY 3, 2014

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the dates of the 2014 National Football League's Super Bowl XLVIII and related events has been established as Monday, January 27, 2014 through Tuesday, February 4, 2014; and

WHEREAS, this event will attract thousands of visitors to the City of Jersey City and provide the City with national and international exposure from around the world; and

WHEREAS, the 2014 National Football League's Super Bowl XLVIII and related events will have a tremendous positive economic impact on the City of Jersey City and the State of New Jersey; and

WHEREAS, the two teams competing in the 2014 National Football League's Super Bowl XLVIII will be staying in hotels in Jersey City; and

WHEREAS, in conjunction with Super Bowl XLVIII the National Football League will be conducting related activities with the two Super Bowl teams in Jersey City.

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Jersey City temporarily proclaim Christopher Columbus Drive "Super Bowl Drive" for the period beginning Sunday January 26, 2014 and ending on February 3, 2014.

JJH
1/6/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.016

Agenda No. 10.1

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM IRA H. SEDRANSK

COUNCIL

Offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, by a letter dated December 2, 2013, Ira H. Sedransk, on behalf of the Sedransk family, has offered to donate the sum of three thousand dollars (\$3,000.00) to the City of Jersey City to be used solely to install a park bench and plaque in Hamilton Park in honor of the memory of his father, Stanley Sedransk; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The acceptance of a donation in the amount of three thousand dollars (\$3,000.00) from Ira H. Sedransk, on behalf of the Sedransk family, to be used to install a park bench and commemorative plaque in Hamilton Park honoring his father, Stanley Sedransk, and is hereby approved; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks Ira H. Sedransk and the Sedransk family for their generosity.

DJ/he
1/07/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM IRA H. SEDRANSK

Initiator

| | | |
|---------------------|----------------|---------------------------|
| Department/Division | Law Department | Law Department |
| Name/Title | Diana Jeffrey | Asst. Corporation Counsel |
| Phone/email | (201) 547-4230 | DJeffrey@icnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

By a letter dated December 2, 2013, Ira H. Sedransk, on behalf of the Sedransk family, has offered to donate the sum of three thousand dollars (\$3,000.00) to the City of Jersey City to be used solely to install a park bench and plaque in Hamilton Park in honor of the memory of his father, Stanley Sedransk.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.017

Agenda No. 10.M

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING AN AUCTION OF TAXICAB LICENSE #123 (EXCHANGE PLACE TAXI STAND) PURSUANT TO N.J.S.A. 48:16-2.3

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the City of Jersey City sought to add 20 additional taxicab licenses to provide improved services to the residents of, and visitors to, the City; and

WHEREAS, Article I of Chapter 307 of the Code of the City of Jersey City was amended to provide for the sale of additional taxicab licenses; and

WHEREAS, N.J.S.A. 48:16-2.3 allows municipalities to sell taxicab licenses to the highest qualified bidder at a public auction conducted by the municipal clerk; and

WHEREAS, Article I of Chapter 307 of the Code of the City of Jersey City was amended to provide for the sale of additional taxicab licenses at auction in accordance with the procedures permitted by N.J.S.A. 48:16-2.3; and

WHEREAS, on December 12, 2013, the City Clerk held an auction of taxicab licenses pursuant to Article I of Chapter 307 of the Code of the City of Jersey City, and in accordance with the procedures permitted by N.J.S.A. 48:16-2.3, and

WHEREAS, on December 12, 2013, Shawki Khalil's \$290,500 bid was the winning bid for taxicab license # 123; and

WHEREAS, on December 18, 2013, the Municipal Council voted unanimously to accept the winning bids; and

WHEREAS, on December 23, 2013, Shawki Khalil, the winning bidder of taxicab license # 123 notified the Division of Commerce that he would not consummate the purchase of the license.

NOW, THEREFORE BE IT RESOLVED, that the City of Jersey City hereby declares Shawki Khalil in default and authorizes the City Clerk to conduct an auction for taxicab license # 123, a license to operate a taxicab at the Exchange Place Taxi Stand, as soon as possible, pursuant to Article I of Chapter 307 of the Code of the City of Jersey City, and in accordance with the procedures permitted by N.J.S.A. 48:16-2.3, and also authorizes the Corporation Counsel to take any and all actions necessary to effectuate the purpose of Article I of Chapter 307 of the Code of the City of Jersey City and the purpose of this Resolution.

1. This Resolution shall take effect immediately.
2. The City Clerk, Director of Housing, Economic Development and Commerce are hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution.

JJH
1/6/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AUCTION OF TAXICAB LICENSE #123 (EXCHANGE PLACE TAXI STAND) PURSUANT TO N.J.S.A. 48:16-2.3

Initiator

| | | |
|---------------------|----------------|----------------|
| Department/Division | HEDC | Commerce |
| Name/Title | Anthony Cruz | Director |
| Phone/email | (201) 547-5070 | acruz@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City hereby declares Shawki Khalil in default and authorizes the City Clerk to conduct an auction for taxicab license # 123, a license to operate a taxicab at the Exchange Place Taxi Stand, as soon as possible, pursuant to Article I of Chapter 307 of the Code of the City of Jersey City, and in accordance with the procedures permitted by N.J.S.A. 48:16-2.3, and also authorizes the Corporation Counsel to take any and all actions necessary to effectuate the purpose of Article I of Chapter 307 of the Code of the City of Jersey City and the purpose of this Resolution.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.018

Agenda No. 10.N

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PPG INDUSTRIES, INC., TO ENTER ONTO A CITY-OWNED PROPERTY KNOWN AS 1 BURMA ROAD, BLOCK 2154.2, LOT 4 (HC SITE 63)

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City is the owner of property identified on the City's tax map as a portion of Block 2154.2, Lot 4, more commonly known by the street address of 1 Burma Road, or Hudson County Chromate Site 63, which is a narrow strip of land on west side of Burma Road between Burma Road [Property]; and

WHEREAS, PPG Industries, Inc. [PPG], entered into (i) an Administrative Consent Order [ACO] on July 19, 1990 with the New Jersey Department of Environmental Protection [DEP] and (ii) a Partial Consent Judgment Concerning the PPG Sites, effective as of June 26, 2009, with the DEP, the Administrator of the New Jersey Spill Compensation Fund, and the City, pursuant to which PPG was required to perform certain activities on the Property; and

WHEREAS, PPG requires access to the Property in order to perform the activities, which include an environmental investigation of the soil, groundwater, and certain environmental remediation work; and

WHEREAS, it is in the best interest of the City to allow PPG to undertake these activities all of which relate to the remediation of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is hereby authorized to execute a license agreement with PPG Industries, Inc.
2. The License Agreement shall be in substantially the form attached hereto, subject to such modifications as the Corporation Counsel or Business Administrator deem appropriate or necessary.

JM/he
1/07/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of January 2014 (hereinafter referred to as the "Agreement") between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or "Licensor") and PPG Industries Inc., a Pennsylvania corporation (hereinafter referred to as "Licensee" or "PPG"), whose address is 1 PPG Place, Pittsburgh, Pennsylvania 15272. Licensor is the owner of property identified on the City tax map as (i) a portion of Block _____, Lot _____, 1 Burma Road, Hudson County Chromate Site 65, and described as the narrow strip of land on west side of Burma Road between Burma Road and Hudson County Site 63 (hereinafter referred to as the "Premises").

PPG entered into (i) an Administrative Consent Order ("ACO") on July 19, 1990 with the New Jersey Department of Environmental Protection ("DEP") and (ii) a Partial Consent Judgment Concerning the PPG Sites, effective as of June 26, 2009, with the DEP, the Administrator of the New Jersey Spill Compensation Fund (the "Administrator"), and the City ("Partial Consent Judgment"), pursuant to which PPG may have to perform certain activities on and in the Premises.

By this Agreement the City grants permission to the Licensee to enter onto the Premises for the purpose of performing an environmental investigation of the soil, groundwater, and performing environmental remediation work. Licensee, and/or its employees, contractors or agents, are permitted to enter the Premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

The term of this Agreement is for a period of four (4) years, effective as of the date this Agreement is executed by City officials.

1. The Licensee and its agents, employees, or independent contractors shall be permitted to enter on, occupy, and use the Premises (including, without limitation, the interior of any structure thereon) for the purpose of performing any and all environmental testing and required remediation (hereinafter "Environmental Work"). Licensor shall take whatever steps are necessary to make the site accessible to PPG and its agents, employees, or independent contractors.

The use of the Premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

2. The permission hereby granted for use of the Premises may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Premises which occurred on or prior to the date of revocation.
3. Any damage to property owned by or under the jurisdiction of the City resulting from the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.
4. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever

to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the Premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

5. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
6. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.
7. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
8. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
9. The Licensee's use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use unless Licensee applies for and receives a street opening permit in connection with the Environmental Work.
10. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.
11. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the Premises. Licensee will supply the City with a copy of its insurance liability policy. The type and amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the Premises shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.
12. The Licensee's use of the Premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances

and regulations of the City which are applicable to the intended use of the Premises by the Licensee.

13. All equipment installed or used by the Licensee in connection with its use of the Premises that may be removed without damage to the Licensor's Premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of this Agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.
14. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of this Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.
15. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor:

Ann Marie Miller,
Manager Office of Real Estate
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5234

Licensee:

Thomas M. Gibbons
CB&I
200 Horizon Center Boulevard
Trenton, NJ 08691
Thomas.gibbons@cbi.com

with copies to:

Joseph F. Lagrotteria, Esq.
LeClairRyan
1037 Raymond Boulevard
Newark, NJ 07102
Joseph.lagrotteria@leclairryan.com

16. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the Premises for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

17. All of the terms and conditions herein shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of this Agreement shall be considered just cause for immediate termination and cancellation of this Agreement.
18. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.
19. Licensor shall not, without prior written notice to PPG and DEP, undertake any activities at or on the Premises that could disturb soil or groundwater.
20. All validated sampling data will be supplied to Licensor by PPG. Notwithstanding anything else to the contrary contained in this Agreement, and for the avoidance of doubt, PPG shall not be obligated to provide any report, data or other information to Licensor unless and until it has been validated.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this _____ day of January, 2014

PPG INDUSTRIES, INC.
(Licensee)

CITY OF JERSEY CITY

By: _____

By: _____

Attest: _____

Attest: _____

[CERTIFICATE OF INSURANCE]

5656576

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PPG INDUSTRIES, INC., TO ENTER ONTO A CITY-OWNED PROPERTY KNOWN AS 1 BURMA ROAD, BLOCK 2154.2, LOT 4 (HC SITE 63)

Initiator

| | | |
|---------------------|----------------|---------------------------------|
| Department/Division | Law Department | Law Department |
| Name/Title | Jason Watson | First Asst. Corporation Counsel |
| Phone/email | (201) 547-4230 | JWatson@icnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

PPG Industries, Inc., requires access to a City owned property identified above in order to perform certain activities on the property, which include an environmental investigation of the soil, groundwater, and certain environmental remediation work.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.019
Agenda No. 10.0
Approved: JAN 15 2014
TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY JOHN H. STAMLER POLICE ACADEMY

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) is hiring new Police Recruits on January 13, 2014 to begin in-service training, and

WHEREAS, academy training will begin January 17, 2014, and

WHEREAS, it is necessary for the new Police Recruits to attend a training academy certified by the State of New Jersey, and

WHEREAS, the Union County (County) John H. Stamler Police Academy located at 1776 Raritan Road, Scotch Plains, NJ 07076 has the facilities to satisfy this training need; and

WHEREAS, the County reserved 40 slots to permit the new Jersey City Police Recruits to attend its academy; and

WHEREAS, the cost of training is one thousand eight hundred ninety dollars (\$1,890.00) per Police Recruit and every third recruit free, and

WHEREAS, the number of police recruits shall not exceed a maximum of forty (40) for a total amount of fifty one thousand thirty (\$51,030) dollars, and

WHEREAS, the training shall commence on January 17, 2014 and continue until June 10, 2014, and

WHEREAS, the N.J.S.A. 40A:11-5(2) authorizes agreements between government agencies without public advertising; and

City Clerk File No. Res. 14.019Agenda No. 10.0 JAN 15 2014

TITLE:

WHEREAS, funds in the amount of \$51,030.00 shall be subject to the appropriation of sufficient funds in the 2014 permanent budget; and

Department of Public Safety/Division of Police

| | | |
|-------------------|-----------------------|--------------------|
| Acct. No. | P.O.# | Amount |
| 01-201-25-240-307 | 112197 | |
| | Temp Encumb. | \$10,000.00 |
| | Total Contract | \$51,030.00 |

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. The Mayor and/or Business Administrator be authorized by the form of the attached letter permitting 40 Jersey City Police Recruits to attend the Union County John H. Stamler Police Academy from January 17, 2014 to June 10, 2014.
3. The Purchasing Agent is authorized to take such other actions necessary and appropriate to accomplish the purposes of this resolution.

I, Donna Mauer (Donna Mauer), Chief Financial Officer certify that there are sufficient funds available for payment of this resolution in Account No. 01-201-25-240-307.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

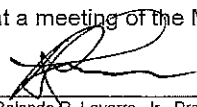
APPROVED 9-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY JOHN H. STAMLER POLICE ACADEMY

Initiator

| | | |
|---------------------|--------------------|--------------------|
| Department/Division | PUBLIC SAFETY | POLICE |
| Name/Title | SGT. MORGAN TORRES | TRAINING COMMANDER |
| Phone/email | 201-547-6535 | MTORRES@NJJCPS.ORG |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

HIREING AND TRAINING OF 40 POLICE RECRUITS

I certify that all the facts presented herein are accurate.


Signature of Department Director

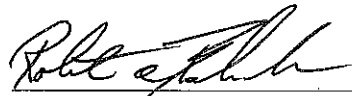
1/8/14
Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City.
2. Attached to this Certification is a resolution awarding a contract to John H. Stamler Police Academy to provide the Jersey City Police Department with training Police recruits.
3. The term of the contract is from January 17, 2014 to June 10, 2014.
4. The amount of the contract is \$51,030.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1/8/14


James Shea, Public Safety Director
FOR JAMES SHEA

| |
|---------------|
| Requisition # |
| 0164631 |

CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

| |
|---------------|
| Assigned PO # |
| |

Requisition

Vendor
JOHN H. STAMLER POLICE ACADEMY
1776 RARITAN ROAD
SCOTCH PLAINS NJ 07076

JO302460

Dept. Bill To
POLICE DEPARTMENT
1 JOURNAL SQ. PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

Dept. Ship To
POLICE DEPARTMENT
1 JOURNAL SQ. PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

Contact Info
Robert Baker, Sr.
0005414722

| Quantity | UOM | Description | Account | Unit Price | Total |
|----------|-----|--|-------------------|------------|-----------|
| 1.00 | EA | ENCUMBURANCE FUNDS | 01-201-25-240-307 | 10,000.00 | 10,000.00 |
| | | FUNDS FOR THE TRAINING OF 40 POLICE RECRUITS | | | |
| | | TOTAL COST: \$51,030 | | | |
| | | TEMPORARY ENCUMBRANCY \$10,000 | | | |

Requisition Total 10,000.00

Req. Date: 01/07/2014
Requested By: RBAKER
Buyer Id:

Approved By:


1/7/14

This Is Not A Purchase Order

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.020 _____

Agenda No. _____ 10.P _____

Approved: _____ JAN 15 2014 _____

TITLE: _____



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE EXTENSION OF A GRANT AGREEMENT WITH THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION
of the following Resolution:

WHEREAS, the Hudson County Department of Health and Human Services (County), awarded the City of Jersey City (City) a grant in the amount of \$233,209.00, for the period of January 1, 2013 thru December 31, 2013 to provide educational and preventative substance programs; and

WHEREAS, the County has changed from Calendar Year to Fiscal Year; and

WHEREAS, in order to transition into the Fiscal Year the County has awarded the City a six month grant award extension in the amount of \$116,604, for the period of January 1, 2014 thru June 30, 2014 to continue to provide educational and preventative substance programs; and

WHEREAS, the City will provide a mandatory 25% monetary contribution in the amount of \$29,151, available in the Matching Funds for Grants Account and a mandatory 75% in-kind support which will be provided by Municipal Drug Alliance Sub-Grantees in the amount of \$87,453; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to accept the grant award extension for the City of Jersey City Municipal Drug Alliance grant for the period of six months, effective January 1, 2014 thru June 30, 2014 in the amount of \$116,604.
2. The City will provide monetary match funds in the amount of \$29,151.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE EXTENSION OF A GRANT AGREEMENT WITH THE HUDSON
COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

3. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the Municipal Drug Alliance grant, including the administrative compliance and audit.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

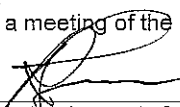
Certification Required ☐Not Required ☐APPROVED 9-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.15.14</u> | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.021

Agenda No. _____ 10.Q

Approved: _____ JAN 15 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL IMPOUNDMENT SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to award a contract to Liberty Humane Society, Inc. (LHS) to provide animal impoundment services for the Department of Health & Human Services, Division of Health; and

WHEREAS, pursuant to N.J.S.A. 40:48-5.1, the City may enter into negotiations with a humane society or association which has maintained a pound for at least one year and may contract for any period not exceeding five (5) years for the collecting, keeping for redemption and destroying of all such stray animals found within the municipal limits whenever there is no public pound established within the municipality; and

WHEREAS, the City and LHS have contracted for these services since 2004 with multiple extensions of the original contract and are currently in negotiations to conclude a new agreement; and

WHEREAS, the City believes that such negotiations can be speedily concluded; and

WHEREAS, the total contract amount is \$63,931.00 for a two month period effective as of January 1, 2014 through February 28, 2014; and

WHEREAS, funds in the amount of \$63,931.00 will be made available in the City's 2014 Calendar year permanent budget.

City Clerk File No. Res. 14.021Agenda No. 10.0 JAN 15 2014

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT WITH
LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL
IMPOUNDMENT SERVICES FOR THE DEPARTMENT OF HEALTH AND
HUMAN SERVICES, DIVISION OF HEALTH**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with LHS, in substantially the form attached, to provide animal shelter management services to the City;
2. The contract shall be for a two month term effective as of January 1, 2014 through February 28, 2014 and the total contract amount shall not exceed \$63,931.00;
3. Pursuant to N.J.A.C. 5 :3 0-5.5(a), the continuation of the contract after the expenditure of funds encumbered shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget; and
4. The award of this contract shall be subject to the condition that LHS provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available in the amount of \$63,931 for payment of this resolution in the Dept. of Health & Human Services Operating Contractual Account No.01-201-27-331-314, PO# 112272.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.15.14</u> | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC.
TO PROVIDE ANIMAL IMPOUNDMENT SERVICES FOR THE DEPARTMENT OF HEALTH
AND HUMAN SERVICES, DIVISION OF HEALTH**

Project Manager

| | | |
|---------------------|---------------------------|--------------------|
| Department/Division | Health and Human Services | Health Division |
| Name/Title | Stacey Lea Flanagan | Director |
| Phone/email | 201.547.5114 | sflanagan@icnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Impoundment of animals required by statute and related services.

Cost (Identify all sources and amounts)

DHHS Current Fund Division of Health
\$ 63,931.00

Contract term (include all proposed renewals)

2 months: January 1 – February 28, 2014

Type of award: **OTHER EXCEPTION**

If "Other Exception", enter type:

Pursuant to N.J.S.A. 40:48-5.1, contract for impoundment
of animals with local humane society

Additional Information

This is a short-term extension of the contract first awarded in 2004, to provide continuity of service while the City and LHS negotiate a new agreement.

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/30/13
Date

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2014 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and LIBERTY HUMANE SOCIETY, INC., a non-profit corporation of the State of New Jersey ("Contractor" or "LHS"), P.O. Box 3766, Jersey City, New Jersey.

WHEREAS, Liberty Humane Society, Inc. (LHS) provided the City of Jersey City (City) with animal shelter management services under a five year contract which ran from November 1, 2004 through October 31, 2009 and on a yearly basis thereafter; and

WHEREAS, N.J.S.A. 40:48-5.1 authorizes a municipality to negotiate and award a contract without public bidding to a nonprofit humane society which has continuously maintained a pound for at least one year; and

WHEREAS, LHS satisfies the requirements of N.J. S.A. 40:48-5.1; and

WHEREAS, Resolution approved on January 2, 2014 authorized this Agreement between the City and LHS; and

WHEREAS, LHS will manage the operations of the Jersey City animal shelter for a term of two months effective as of January 1, 2014 through February 28, 2014; and

WHEREAS, the City agrees to pay LHS a fee of \$63,931.00 for a term of two months.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Contractor to provide animal shelter management services as described in the City's Request for Proposals and in the Contractor's response dated May 10, 2004.

ARTICLE II

Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP), Contractor's Proposal dated May 10, 2004, and Contractor's Proposal Clarification letter dated July 6, 2004. The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern

over the provisions of the Contract Documents and the provisions of the City's RFP shall govern over the Contractor's Proposal dated May 10, 2004 and Contractor's Proposal Clarification letter dated July 6, 2004.

2. The contract term is for two months effective as of January 1, 2014 through February 28, 2014.

3. It shall be the Contractor's responsibility to provide and pay for veterinary services for all animals that become sick while under the Contractor's care at the shelter. It shall be the Contractor's responsibility to transport to the veterinarian animals that become sick at the shelter.

4. Contractor agrees that it will admit to the pound all animals brought by the City.

5. The City will recommend two (2) appointments to the Board of Directors of LHS: one (1) recommended by the municipal council and one (1) recommended by the mayor. These new members shall be entitled to all the rights and privileges of board members, including the right to vote on issues before the board.

6. LHS shall advertise and conduct meetings open to the public on a quarterly basis.

7. LHS shall assume and conduct animal control services during the balance of holidays observed by the City including and between January 1, 2014 and February 28, 2014.

8. LHS shall be authorized to utilize the city's animal control vehicle while performing ANIMAL CONTROL SERVICES on behalf of the City.

7. The City will make available for a nominal cost to LHS any animal control vehicle which is retired from city service.

8. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III Contractual Relationship

In performing the services under this Agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work and services are correct and appropriate for the purposes intended.

ARTICLE IV Compensation and Payment

In consideration for providing animal shelter management services, the City shall pay the Contractor a total fee of \$63,931.00.

The Contractor shall invoice the City at the end of each month for one half of the total fee. The invoice shall include a summary of the performance of the shelter's operations for the month being billed. This invoice is in addition to the reporting as described in the RFP and the Contractor's Proposal. The Contractor shall provide documentation to support the amount billed. Documentation shall include but not be limited to paid invoices for services or materials purchased by the Contractor, payroll registers, and canceled checks.

ARTICLE V Insurance

Contractor shall purchase and maintain the following insurance during the terms of this Contract:

- A. \$1,000,000.00 per incident in personal/general liability insurance and \$50,000.00 in property damage liability insurance. Insurance certificate must name the City of Jersey City as an additional insured.
- B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of one hundred thousand dollars (\$100,000) (Statutory). Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing performance of the management services, Contractor shall furnish the City certificates of insurance. The insurance policies described in this Article shall be kept in force for the period specified below. All coverage should remain in effect for the term of the contract.

ARTICLE VI Termination for Cause

In the event the performance by the Contractor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the

unsatisfactory performance or condition not be rectified within thirty (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety(90) days after the date on which the Contractor was first notified thereof Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

ARTICLE VII Arbitration

Any disputes or claims arising out of this Agreement or breach thereof with the exception of disputes or claims involving non-payment of fees by the City or a decision by the City to terminate this Agreement, shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE VIII Indemnity

Notwithstanding the imposition of joint or concurrent liability upon the City by statute, ordinance, rule, regulation, or order, the LHS shall indemnify, defend and hold the City harmless, except for negligence or willful act of City's employees, contractors or agents, against and from any and all liability, fines, suits, claims demands and action, and costs and expenses of any kind or nature during the time of this Agreement that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by LHS, its agents, servants, invitees, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

If the LHS shall be required to defend any action or proceeding pursuant to this paragraph to which action or proceeding which the City is made a party, the City shall be entitled to appeal, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing, providing such action by the City does not limit or make void any liability of any insurer of the City or the LHS hereunder in respect to the claim or matter in question; and further providing that such action by the City is at the City's sole cost and expense if such action or proceeding involves a claim which is less than the insurance coverage provided by the LHS therefore. Notwithstanding anything to the contrary herein, the LHS shall have no obligation to indemnify, defend or hold the City harmless pursuant to this Section for any liability, property

damage, loss, or personal injury (I) that are caused by the acts or omissions of the City, or any of its employees, contractors or agents; (ii) that occurred prior to the commencement of the term of this Agreement; or (iii) violations of Legal Requirements which exist at the commencement of this Agreement. LHS's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

ARTICLE IX Entire Agreement

This Agreement constitutes the entire management agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE X Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XI Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Stacey Lea Flanagan, Director
Dept. of Health & Human Services
City of Jersey City
1 Journal Square Plaza 2nd floor
Jersey City, NJ 07306

Andrew Siegel
President
Liberty Humane Society, Inc.
P.O. Box 3766
Jersey City, NJ 07303

ARTICLE XII Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.
2. An Affirmative Action Employee Information Report (form AA—302) (for contracts which exceed \$36,000.00).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest: City of Jersey City

Attest: Liberty Humane Society, Inc.

Robert Byrne, City Clerk

Andrew Siegal, President

Date:

Date:

Robert Kakoleski
Business Administrator

Date:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.022

Agenda No. 10.R

Approved: JAN 15 2014

TITLE:



RESOLUTION AWARDING AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the **Supply and Delivery of Small Tools and Hardware Supplies** for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) bid, the sole responsible bid being that from **Duncan Hardware Inc, 776 West Side Avenue, Jersey City, NJ 07306** in the total bid amount of **One Hundred Sixty Four Thousand, Three Hundred Forty One (\$164,341.02) Dollars and Two Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bids to be fair and reasonable; and

WHEREAS, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of **One Hundred Sixty Four Thousand, Three Hundred Forty One (\$164,341.02) Dollars and Two Cents**, will be budgeted for the 2014, 2015, 2016 and 2017 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in **Operating Account # 01-201-28-375-210**; and

WHEREAS, the sum of **Five Thousand (\$5,000.00) Dollars** is available in the 2014 permanent budget; and

Department of Public Works/Division of Park Maintenance.

| Acct # | P.O # | Amount |
|--------------------------|---------------|---------------------------------|
| 01-201-28-375-210 | 112195 | Temp. Encumb. \$5,000.00 |
| TOTAL CONTRACT | | \$164,341.02 |

WHEREAS, the remaining contract funds will be made available as orders are placed in the 2014 thru 2017 temporary and permanent budgets; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.; and

**TITLE: RESOLUTION AWARDING AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC
FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES
FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2014 thru 2017 temporary and permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Duncan Hardware, Inc** be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractors shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Division of Park Maintenance.

| Acct # | P.O # | Amount |
|-----------------------|--------|--------------------------|
| 01-201-28-375-210 | 112195 | Temp. Encumb. \$5,000.00 |
| TOTAL CONTRACT | | \$164,341.02 |

APPROVED by Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | LAVARRO | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | RICHARDSON | ✓ | | |
| LOPEZ | ✓ | | | COLEMAN | ✓ | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0164539

PO # 112195

DEPT/DIV: DPW/ Park Maintenance.

SUBJ: Small Tools & Hardware Supplies

GOODS & SERVICES NON BIDS

| | Amending | Emergency | EUS | GSA | Ordinance | Pay to Play | Prof Service | State Contract | Library | Resolution |
|---|----------|-----------|-----|-----|-----------|-------------|--------------|----------------|---------|------------|
| Quote/Proposal/Agreement | | | | | | | | | | |
| EEO/AA Compliance | | | | | | | | | | |
| BRC/Validation | | | | | | | | | | |
| Pay-to-Play, Political Contribution/B.E.D. | | | | | | | | | | |
| Legislative Fact Sheet/ Determination of Value | | | | | | | | | | |

BIDS

| | Good & Services | Construction | RFP'S | RFQ'S | Resolution |
|---|--------------------|--------------|-------|-------|------------|
| Proposal Page/Amounts | x | | | | x |
| EEO/AA Compliance | x | | | | |
| BRC/Validation | x | | | | |
| Certification Regarding Suspension/Debarment | x | | | | |
| Legislative Fact Sheet/ Determination of Value | x | | | | |

Notes:

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a contract to Duncan Hardware for small tools and hardware supplies for the Department of Public Works / Division of Parks Maintenance.

Project Manager

| | | |
|---------------------|----------------------|-------------------|
| Department/Division | DPW | Parks Maintenance |
| Name/Title | Cleveland Snow | Acting Director |
| Phone/email | 201-547-5965 or 5072 | Csnow@jcnj.org |
| | | |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

The purpose of this contract is to provide small tools and hardware supplies as needed for the Division. This was a public bid.

Cost (Identify all sources and amounts)

Operating Accounts
01-201-28-375-210 (\$164,341.02)

Contract term (include all proposed renewals)

This contract is for one year. The City shall have the option to renew the contract for up to two (2) additional one (1) year terms.

Type of award Public Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1-7-14
Date

Duncan Hardware Inc
776 West Side Avenue
Jersey City, NJ 07306
Attn: Ron Aberly
Tel: 201-435-1700 Fax: 201-435-6888

CITY STATE ZIP CODE

TEL. NO.

FAX NO.

PROPOSAL

FOR: **SMALL TOOLS AND HARDWARE SUPPLIES FOR THE**
FOR THE DIVISION OF PARK MAINTENANCE

Sealed bid proposals will be received, opened and read in public by the Director of Purchasing, at 1 Journal Square Plaza 2nd floor, Jersey City, New Jersey, on Dec 10, 2013 2013 at 11:00 A.M.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, 1 Journal Square Plaza 2nd floor, Jersey City, New Jersey 07306. Bids sent by mail must be received by the Director no later than 4:00 P.M. of the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director no later than 11:00 A.M. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director of Purchasing. Bid proposals must comply with specifications.

PROPOSAL

FOR: SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DIVISION OF PARK MAINTENANCE

THE CONTRACT SHALL BE SIGNED BY ALL PARTIES WITHIN TWENTY-ONE (21) DAYS (SUNDAYS AND HOLIDAYS EXCEPTED) FROM THE AWARD OF SAID CONTRACT BY THE MUNICIPAL COUNCIL.

IN THE EVENT THAT THE PARTIES MISS THIS DEADLINE, THE PARTIES MAY AGREE IN WRITING TO AN EXTENSION OF THE TIME LIMIT SET FORTH ABOVE AT THE REQUEST OF THE CONTRACTING UNIT.

BIDDERS ARE REQUESTED TO FURNISH THE MANUFACTURER AND BRAND NAME OF THE PRODUCT ON WHICH THEY BID BY EITHER QUOTING ON THE BRAND NAME SPECIFIED WITHIN OR AN APPROVED EQUAL. FAILURE TO DO SO WILL RENDER BID INFORMAL.

IF BIDDER IS A PARTNERSHIP UNDER SEPARATE COVER, LIST NAME OF PARTNERS, IF A CORPORATION, LIST NAMES OF THOSE STOCK HOLDERS HOLDING TEN (10) PERCENT OR MORE OF ITS STOCK. (SEE ATTACHED FORM).

THE CITY OF JERSEY CITY RESERVES THE RIGHT IN PROTECTION OF THE BEST INTEREST OF THE CITY TO WAIVE ANY TECHNICAL ERROR, TO REJECT ANY BID, OR ALL BIDS, OR ANY PART THEREOF FOR ANY REASON WHATSOEVER.

BUY AMERICAN MATERIALS USED IN FILLING ANY CONTRACT RESULTING FROM THIS BID PROPOSAL MUST BE OF AMERICAN MANUFACTURE OR AMERICAN GROWN - WHENEVER AVAILABLE.

DELIVERY SHALL BE F.O.B. JERSEY CITY, FREIGHT AND OTHER TRANSPORTATION CHARGES ARE THE RESPONSIBILITY OF THE SUPPLIER AND/OR CONTRACTOR.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27. REFER TO EXHIBIT A (MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS). CONTRACTORS FOR GOODS AND SERVICES, THAT ARE NOT SUBJECT TO FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM SHALL SUBMIT TO THE PUBLIC AGENCY, AFTER NOTIFICATION OF AWARD BUT PRIOR TO EXECUTION OF A GOODS AND SERVICES CONTRACT, ONE OF THE FOLLOWING THREE DOCUMENTS:

- I. A PHOTOCOPY OF A VALID LETTER THAT THE CONTRACTOR IS OPERATING UNDER AN EXISTING FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM (GOOD FOR ONE YEAR FROM THE DATE OF THE LETTER); OR
- II. A PHOTOCOPY OF A CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL, ISSUED IN ACCORDANCE WITH N.J.A.C. 17:27-4;
- III. A PHOTOCOPY OF AN EMPLOYEE INFORMATION REPORT (FORM AA302) PROVIDED BY THE DIVISION AND DISTRIBUTED TO THE PUBLIC AGENCY TO BE COMPLETED BY THE CONTRACTOR, IN ACCORDANCE WITH N.J.A.C. 17:24-4

REFER TO EXHIBIT A (MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS) AND ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS FOUND AT THE BACK OF THE PROPOSAL. ANY QUESTIONS CONCERNING COMPLIANCE MAY BE DIRECTED TO: JEANA F. ABUAN, AA/P.A.C.O. AT 280 GROVE ST., ROOM 103, JERSEY CITY, NEW JERSEY 07302 AT TELEPHONE NUMBER (201) 547-4533 OR TO PETER FOLGADO, DIRECTOR OF PURCHASING AT 1 JOURNAL SQUARE PLAZA 2ND FLOOR, JERSEY CITY, NEW JERSEY 07306 AND AT TELEPHONE (201) 547-5156.

BIDDERS ARE ALSO REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 2004 C. 57 WHICH INCLUDES THE REQUIREMENT THAT CONTRACTORS PROVIDE COPIES OF THEIR BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE NEW JERSEY DEPARTMENT OF TREASURY.

THIS PROPOSAL FORM IS NOT TRANSFERABLE.

BID PROPOSAL/DOCUMENTS

SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for each item or as stated below. Vendor will bid on the maximum number quantity.

| Item # | Quantity | DESCRIPTION | Unit Amount | Extended Amount |
|--------|------------|---|----------------------|-----------------------|
| 1. | 0-12 Each. | DIE - CUT High Speed Blades <i>DRY CUT</i> FELKER # DCH-350-S-582213 or Approved Equal <i>- ASPHALT CUTTING BLADES -</i> | \$ 332 ⁰⁰ | \$ 3984 ⁰⁰ |
| 2. | 0-64 Doz | LEATHER PALM GLOVES- Gauntlett pattern -size SEAL GLOVES# S29GKE or Approved Equal | \$ 29 ⁵⁰ | \$ 1888 ⁰⁰ |
| 3. | 0-48 Each | AMERICAN PAD LOCKS KEYED ALIKE # H-11 or approved equal (key # to be furnished) | \$ 18 ⁸⁰ | \$ 902 ⁴⁰ |
| 4. | 0-36 Each | AMERICAN PADLOCKS-Keyed differently # H 11 or approved equal. Key #188 | \$ 18 ⁴⁰ | \$ 662 ⁴⁰ |
| 5. | 0-150 Each | 100 LB. DRUM CALCIUM CHLORIDE PELLETS, 97 % CALCIUM CHLORIDE -WILL ACCEPT NO SUBSTITUTIONS. | \$ 38 ⁰⁰ | \$ 5700 ⁰⁰ |
| 6. | 0-6 Cases | STIHL 2 CYCLE OIL MIX PINTS 48 PER CAS OR APPROVED EQUAL | \$ 74 ⁰⁰ | \$ 444 ⁰⁰ |
| 7. | 0-6 Cases | HOMELITE BAR & CHAIN OIL MIX Qts 12 per/case or approved equal | \$ 45 ⁰⁰ | \$ 270 ⁰⁰ |
| 8. | 0-24 Each | RUBBER MAID BIG WHEEL TIL T'NROLL CART W/LID,50 GAL. SIZE,W/8 RUBBER WHEELS # 3559 or approved equal. | \$ 78 ⁴⁰ | \$ 1883 ⁵² |
| 9. | 0-6 Cases | DISPOSABLE FACE MASKS 600/CS, 3M # 8500 or approved equal | \$ 56 ⁰⁰ | \$ 336 ⁰⁰ |
| 10. | 0-12 Each | SAFETY CANS poly-type # 1 EAGLE #1543, Color- red,5-gal or approved equal | \$ 28 ⁰⁰ | \$ 336 ⁰⁰ |
| 11. | 0-12 Each | GREEN MACHINE TRIMMERS MODEL #4000J QUAD BLADE AND J-bar handle -40.5 gas 40.6cc <i>ITEM DISCONTINUED SUB: RED MAX: Bc3400SW</i> <i>- AS previously supplied -</i> | \$ 460 ⁰⁰ | \$ 5520 ⁰⁰ |

*ITEM DISCONTINUED
GREEN MACHINE
(OUT OF BUSINESS)*

SMALL TOOLS AND HARDWARE SUPPLIES

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|-----|--------------|---|-------------------------|--------------------------|
| 12. | 0-12 EACH | GREEN MACHINE HEDGE TRIMMERS, MODEL # 2600h. 30" SINGLE SIDED DLB DISCONTINUED / NEW MAXCUT 2460 (As Supplied before) | \$ 402 ⁰⁰ | \$ 4824 ⁰⁰ |
| 13. | 0-24 BUNDLES | PROFESSIONAL OAK WOODEN TREE STAKES, 8FT. # 2-629 -12 PER BUNDLE OR APPROVED EQUAL. | \$ 72 ⁰⁰ | \$ 1728 ⁰⁰ |
| 14. | 0-3 EACH | INDUSTRIAL 160 PR. TOOL SET # SK 3 86031-1 OR APPROVED EQUAL | \$ 640 ⁰⁰ | \$ 1920 ⁰⁰ |
| 15. | 0-3 CASES | HEAVY DUTY MASONRY TWINE, 24 ROLLS PER CASE, 50" LENGTH OR APPROVED EQUAL. | \$ 40 ⁰⁰ | \$ 120 ⁰⁰ |
| 16. | 0-4 CASES | TREE PAINT, SNAP CUT # 790105, AEROSOL CANS OR APPROVED EQUAL | \$ 48 ⁰⁰ | \$ 192 ⁰⁰ |
| 17. | 0-24 ROLLS | TREE TIES, 1/2 INCH X 100 FT. LONG OR APPROVED EQUAL | \$ 23 ⁰⁰ | \$ 552 ⁰⁰ |
| 18. | 0-3 EACH | HEAVY DUTY S-HOOKS LINK MASTER-H.K. PORTER # 0390 MLN OR APPROVED EQUAL | \$ 136 ⁰⁰ | \$ 408 ⁰⁰ |
| 19. | 0-2 EACH | CENTER CUT BOLT CUTTERS, H.K. PORTER # 0390MC OR APPROVED EQUAL | \$ 125 ⁰⁰ | \$ 250 ⁰⁰ |
| 20. | 0-6 EACH | STRIPE MARKER (Superstriper) w/windscreen & STRIPER MFD by Fox Valley or approved equal | \$ 69 ⁰⁰ | \$ 414 ⁰⁰ |
| 21. | 0-6 EACH | COMPRESSION STRAYERS, GALVANIZED, TANK SIZE-3 GAL. ROOT LOWELL, # 1997 or approved equal | \$ 26 ⁵⁰ | \$ 159 ⁰⁰ |
| 22. | 0-2 ROLLS | 1/2 " X 600' safety climbing rope or approved equal | \$ 470 ⁰⁰ | \$ 940 ⁰⁰ |
| 23. | 0-3 SETS | ALLEN WRENCH SETS -9 SQUARE DRIVE SOCKET BITS HOLO- KROMEL # 870 or approved equal | \$ 29 ⁰⁰ | \$ 87 ⁰⁰ |
| 24. | 0-3 SETS | ARMSTRONG MECHANIC WRENCH SET # 25-643 W/ vinyl roll 14 pc size 3/8" to 1 1/8", 12 pt long pattern or approval equal | \$ 149 ⁰⁰ | \$ 447 ⁰⁰ |
| 25. | 0-6 EACH | AMERICAN TOOL VISE GRIP #10-CR Locking Pliers, curved jaws 10" length- 1 7/8" Adj. Jaw or Approved equal | \$ 9.80 | \$ 58.80 |

SMALL TOOLS AND HARDWARE SUPPLIES

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| 26. | 0-6 EACH | PROFESSIONAL POWER LOCK RULER-1 "WIDE BLADE -30" LENGTH, STANLEY # 33-430 or approved equal | \$ 11.40 | \$ 68.40 |
| 27. | 0-6 EACH | HI -VIZ LINER FIBER GLASS MEASURING TAPE-100" X 1/2" #706D or approved equal | \$ 12.80 | \$ 76.80 |
| 28. | 0-12 EACH | PROFESSIONAL WOOD HANDLE HAMMER-16" HANDLE LENGTH, STANLEY # 51-355-Ripping CLAW or approval equal | \$ 8.80 | \$ 105.60 |
| 29. | 0-12 EACH | UTILITY KNIVES -W/6" LENGTH HANDLE-STANLEY # 10-099-99 OR APPROVAL EQUAL | \$ 3.40 | \$ 40.80 |
| 30. | 0-4 EACH | ARROW OUTWARD CLINCH STAPLE GUN # T-500C-85 STAPLES ON .050" wire or approved equal. | \$ 19.50 | \$ 78.00 |
| 31. | 0-1 | 1/4 MAGNUM DRILL w/reversing trigger control -0-2000 rpm speed 5.5 amp motor -MLK WAUKEE #0124-1 or approved equal | \$ | \$ 180.00 |
| 32. | 0-1 | 1/2 MAGNUM DRILL W/Power Tight keyless chuck and reversing trigger control- 0-850 rpm speed, 5.5 amp motor-MILWAUKEE # 0235-1 OR APPROVED EQUAL | \$ | \$ 180.00 |
| 32A. | 0-1 | 3/8 MAGNUM DRILL w/power tight keyless chuck & reversing trigger control 0-1200 rpm speed, 5.5 amp motor-MILWAUKEE 30225-1 or approved equal. | \$ | \$ 160.00 |
| 33. | 0-2 SET | MILWAUKEE 29 PIECE DRILL SET- HIGH SPEED STEEL SIZES 1/16" TO 1/2" X64 THS #48-89-0010 OR APPROVED EQUAL | \$ 36.00 | \$ 72.00 |
| 34. | 0-1 | ALUMINUM EXTENSION LADDER -2 section WERNER SERIES D 1100- # D1124-2x-3FT. OVERLAP-24" LENGTH or approved equal | \$ | \$ 169.00 |
| 35. | 0-3 EACH | GOSPORT POLY TARPS SIZE-12'X16' COLOR-BLUE 8/10 mil thickness- rustproof grommets every 3 feet or approval equal | \$ 72.00 | \$ 216.00 |
| 35A. | 0-3 EACH | GOSPORT POLY TARPS -SIZE 20 ft x 30 ft color -blue 8/10 mil thickness-rustproof grommets every 3 ft. or Approved Equal | \$ 18.00 | \$ 54.00 |
| 35B. | 0-3 EACH | GOSPORT POLY TARPS -Size 10ftx12ft,blue, 8/10 mil thickness w rustproof grommets every 3 ft or approval equal | \$ 44.00 | \$ 132.00 |

SMALL TOOLS AND HARDWARE SUPPLIES

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|------|-----------|---|---------------------|-----------------------|
| 35C. | 0-3 EACH | GOSPORT POLY TARPS SIZE 40'x60', blue, 8/10 mil thickness w/ rustproof grommets every 3 ft or APPROVED EQUAL | \$ 68 ⁰⁰ | \$ 204 ⁰⁰ |
| 36. | 0-2 CASES | MOLDED RUBBER STRAPS - 45 " LENGTH - KEEPER #06245 OR APPROVED EQUAL | \$ 61 ⁰⁰ | \$ 132 ⁰⁰ |
| 37 | 0-36 EACH | GILMORE HEAVY DUTY RUBBER HOSES, 50'X3/4 " # 16-34050 -3/4 inch ID or approved equal | \$ 33 ⁰⁰ | \$ 1188 ⁰⁰ |
| 38. | 0-36 EACH | HOSE NOZZLES - HEAVY DUTY-SHERMAN # LN 528C-solid metal w/ rust proof brass valve/plastic casting or approved equal | \$ 3 50 | \$ 126 ⁰⁰ |
| 39. | 0-2 EACH | PISTOL GRIP GREASE GUN-Lowell #1133 or approved equal | \$ 11.80 | \$ 23.60 |
| 40 | 0-6 EACH | Compact Knives 2 5/8" blade length, KLEIN # 44034 or approved Equal | \$ 43.40 | \$ 260.40 |
| 41. | 0-1 | REVERSIBLE IMPACT WRENCH 3/4" BOLT CAP.-Chicago Pneumatic # CP 6060 OR approved equal | \$ | \$ 1029 ⁰⁰ |
| 42. | 0-1 CASE | PLEWS PLASTIC FUNNELS # 75-062, 1 pint capacity/20 per case or approved equal | \$ | \$ 28 ⁰⁰ |
| 43. | 0-6 EACH | metal type 1 safety cans -2 gallon, EAGLE# UI-20-S or approved equal | \$ 32 ⁰⁰ | \$ 192 ⁰⁰ |
| 44. | 0-12 EACH | REFLECTIVE CONE COLLARS SERVICE AND MATERIALS #101355 or approval equal | \$ 9.90 | \$ 117.60 |
| 45. | 0-24 EACH | SAFETY TAPE SERIES - "CAUTION " UNITED # UT-600, 100FT. LENGTH OR approval equal | \$ 6.40 | \$ 153.60 |
| 46. | 0-12 EACH | keyed deadbolt locks, SCHLAGE # B460 CV 626-Satin Chrome finish or approved equal | \$ 27 ⁰⁰ | \$ 324 ⁰⁰ |
| 47. | 0-12 EACH | KEYED STORAGE LOCKS # SCHLAGE # A80csv-0RB-626-SATIN CHROME FINISH or approved equal | \$ 72 ⁰⁰ | \$ 864 ⁰⁰ |
| 48. | 0-24 EACH | SAFETY HASPS, SIZE 4 1/2 "NATIONAL #V-30 V PAC or approved equal | \$ 2.80 | \$ 67.20 |
| 48A. | 0-24 EACH | SAFETY HASPS, SIZE 6" NATIONAL #VPAC or approved equal | \$ 3.77 | \$ 90.48 |
| 48B. | 0-24 EACH | SAFETY HASPS, SIZE 7" NATIONAL or approved equal | \$ 9.90 | \$ 237.60 |

SMALL TOOLS AND HARDWARE SUPPLIES

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|------|---------------|--|----------|-----------|
| 48C. | 0-24 EACH | SAFETY HASPS, SIZE 3/4" NATIONAL V-30 V-PAC or approved equal | \$1.60 | \$38.40 |
| 49. | 0-24 EACH | INDUSTRIAL GRADE PADLOCK MASTER LOCK # 9411-D2 1/8" STEEL CASE or approved equal | \$14.80 | \$355.20 |
| 50. | 0-24 EACH | STANLEY # 850 EXTRA HEAVY WROUGHT FULL SURFACE STEEL HINGES, 3"x3"or approved equal | \$4.75 | \$114.00 |
| 51. | 0-24 EACH | HEAVY DUTY HAND TRUCK-HARPER SERIES, 30-# 3017-Continuous handle 600lb capacity OR APPROVED EQUAL | \$56.00 | \$1344.00 |
| 52. | 0-2 EACH | JET P.T. SERIES-HYDRAULIC HAND PALLET TRUCK # PT 2742A-5000LB. Cap. Return D handle touch control neutral level or approved equal | \$425.00 | \$850.00 |
| 53. | 0-6 EACH | WHEELS-SEMI PNEUMATIC WESCO # 052862-10" DIAMETER WITH 2.75" WIDTH- BALL BEARING or approved equal | \$27.00 | \$162.00 |
| 54. | 0-12 EACH | LOADER HUGGER, 2" TYPE B NYLON LIFT ALL SERIER 10, 000 # 61002-30FT. WEB or approved equal | \$23.00 | \$276.00 |
| 55. | 0-24 ROLL | DUCT TAPE-WATERPROOF POLY UNITED #UT-100 INDUSTRIAL grade or approved equal. | \$4.40 | \$105.60 |
| 56. | 0-24 EACH | BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1/8" FFC-450 type 1 CM# M244 OR APPROVED EQUAL | \$.75 | \$18.00 |
| 56A. | 0-24 EACH | BIG ORANGE DROP FORGED WIRED ROPE CLIPS SIZE -1/4" CM# M246-450 TYPE 1 or approved equal | \$.76 | \$18.24 |
| 56B. | 0-24 EACH | BIG ORANGE DROP FORGED WIRE ROPE CLIPS, SIZE 58 "FFC 450 TYPE 1-CM# M251 or approved equal | \$.95 | \$22.80 |
| 56C. | 0-24 EACH | BIG ORANGE DROP FORGED WIRE ROPE CLIPS-SIZE 3/4" TYPE 1- CM#M252 FFC-450 or approved equal | \$1.50 | \$36.00 |
| 56D. | 0-24 EACH | EACH ORANGE DROP FORGED WIRE ROPE CLIP -SIZE 1" FFC-450 TYPE 1-CM # 245 or approved equal | \$2.40 | \$57.60 |
| 57. | 0-1 CARTON | HITCH PIN CLIPS-CAMPBELL # 389-9609-1 5/8" QA size or approved equal. | \$ | \$11.00 |

SMALL TOOLS AND HARDWARE SUPPLIES

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| 57A. | 0-1 CARTON | HITCH PIN CLIPS-CAMPBELL #389-9618- 3/4" QA size or approved equal | \$ | \$ 8 80 |
| 57B. | 0-1 CARTON | HITCH PIN CLIPS-CAMPBELL # 389-9642 - 3 3/4" QA size or approved equal | \$ | \$ 9 70 |
| 57C. | 0-1 CARTON | HITCH PIN CLIPS-CAMPBELL# 389-9654-3 5/16"QA size or approved equal | \$ | \$ 8.60 |
| 57D. | 0-1 CARTON | HITCH PIN CLIP-CAMPBELL # 389-9666-2 9/16" QA size or approved eq. | \$ | \$ 11 80 |
| 57E. | 0-1 CARTON | HITCH PIN CLIPS-CAMPBELL # 389-9678-4" QA size or approved equal | \$ | \$ 12 00 |
| 58. | 0-24 EACH | ELECTRICAL OUTDOOR EXTENSION CORD - HEAVY DUTY 100FT. LENGTH, PACIFIC # C2316-100 GR-3 CONDUCTOR or approved equal | \$ 23 00 | \$ 552 00 |
| 59. | 0-12 EACH | STANDARD FLASHING LIGHTS -6 Cell MAG-LITE # S6C016 or approved equal | \$24 50 | \$294 00 |
| 60. | 0-6 EACH | SAFETY APPROVED LANTERN-6 VOLT BRIGHT-STAR # 2206 OR APPROVED EQUAL | \$ 12 60 | \$ 75 60 |
| 61. | 0-3 EACH | KLEIN TREE TRIMMER BELTS, #87293, LARGE, OR APPROVED EQUAL | \$160 00 | \$480 00 |
| 62. | 0-12 | GRAND 70 -BINDING CHAIN 1/4-CM# 678522-400ft. Or Approved Equal | \$496 00 | \$5952 00 |
| 62A. | 0-12 | GRAND 70- BINDING CHAIN 5/16- CM#678522-275 FT. Or Approved Equal. | \$429 00 | \$5748 00 |
| 62B. | 0-12 | GRAND 70-BINDING CHAIN 3/8-CM#678523- 200FT OR APPROVED EQUAL | \$415 00 | \$4980 00 |
| 62C. | 0-12 | GRADE 70 BINDING CHAIN 1/2 -CM# 678525- 200FT OR APPROVED EQUAL | \$745 00 | \$8940 00 |
| 63. | 0-1 BOX | OPEN ROUND EYE SNAPS, 1/4"X2 5/8 LENGTH -HOLDFAST (COVER) # 7601401 OR APPROVED EQUAL | \$ | \$ 27 00 |
| 63A. | 0-1 BOX | OPEN ROUND EYE SNAPS 3/8 X 3 5/15 HOLDFAST (COVERT)# 760-4211OR APPROVED EQUAL 10 PER BOX | \$ | \$ 28 00 |
| 63B. | 0-1BOX | OPEN ROUND EYE SNAPS 3/8 X 3 1/2 HOLDFAST (COVERT) #760-1421 OR APPROVED EQUAL.10 PER BOX | \$ | \$ 32 00 |

SMALL TOOLS AND HARDWARE SUPPLIES

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| 63C. | 0-1 BOX | OPEN ROUND EYE SNAPS ½ X 4 1/8" HOLDFAST (COVERT)# 760-1431 OR APPROVED EQUAL | \$ | \$ 29 ⁰⁰ |
| 63D. | 0-1 BOX | OPEN ROUND EYE SNAPS- ½ X 4 1/8 "HOLDFAST (COVERT) # 760 -144 OR APPROVED EQUAL/10 PER BOX | \$ | \$ 33 ⁰⁰ |
| 63E. | 0-1 BOX | OPEN ROUND EYE SNAP ½ X 5 1/8" Length - HOLDFAST (COVERT) #760-1441 OR APPROVED EQUAL . 10 PER COX | \$ | \$ 33 ⁵⁰ |
| 63F. | 0-1 BOX | OPEN ROUND EYE SNAP 1 5/8 X 5 7/8"LENGTH-HOLDFAST (COVERT) #760-1461 or approved equal. 10 per box | \$ | \$ 39 ⁰⁰ |
| 63G. | 0-1BOX | OPEN ROUND EYE SNAPS 3/4 X6 1/4 " Length Hold fast (Covert) # 760-1471 | \$ | \$ 40 ⁰⁰ |
| 64. | 0-1 PACK | PLAIN HEAD CABLE TIES-IDEAL # 15 -809 NATURAL OR APPROVED EQUAL. 1,000 PER PACK | \$ | \$ 23 ⁰⁰ |
| 64A. | 0-1 PACK | PLAIN HEAD CABLE TIES -IDEAL #15-849 STD NATURAL OR APPROVED EQUAL - 1,000 PER PACK | \$ | \$ 39 ⁰⁰ |
| 64B. | 0-1 PACK | PLAIN HEAD CABLE TIES-IDEAL #15-829-5.5I-NATURAL or APPROVED EQUAL - 1,000 PER PACK | \$ | \$ 31 ⁰⁰ |
| 64C. | 0-1 PACK | PLAIN HEAD CABLE TIES -IDEAL # 15-659-11"-L. NATURAL OR APPROVED EQUAL | \$ | \$ 23 ⁵⁰ |
| 65. | 0-12 EACH | CHAIN SAW-12"-16"BAR SIZE CS-3400, TOP HANDLE SAW 33.4 CC ENGINE ECHO, # CS-3400 OR APPROVED EQUAL. | \$ 191 ⁰⁰ | \$ 2292 ⁰⁰ |
| 66. | 0-12 EACH | BACKPACK BLOWER-30 CC ENGINE, LIGHTWEIGHT,250 MPH AIR VELOCITY/590 RED MAX: EB25150 SOLL (AS PREVIOUSLY SUPPLIED) | \$ 356 ⁰⁰ | \$ 4272 ⁰⁰ |
| 67. | 0-4 EACH | ENCORE GEAR DRIVEN MOWER, 48 INCH, 14 H.P., KAWASAKI ENGINE,4.25 GAL FUEL CAPACITY, # 48K200 OR APPROVED EQUAL | \$ 3180 ⁰⁰ | \$ 12,720 ⁰⁰ |
| 68. | 0-1 | ENCORE POWER THATCH, #25T100, #11 GA., 20" OPERATING WIDTH OR APPROVED EQUAL | \$ | \$ 1280 ⁰⁰ |
| 69. | 0-2EACH | HONDA GENERATOR # EZ4500S SUPER QUIET, WITH 4500 WATT MAX. OUTPUT, ELECTRIC | \$ 1980 ⁰⁰ | \$ 3960 ⁰⁰ |

SMALL TOOLS AND HARDWARE SUPPLIES

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|-----|---------------|--|---------------------|----------------------|
| 70. | 0-12 EACH | "UNION : WOOD CHIPPERS #AX -30-327 OR APPROVED EQUAL | \$172 ⁰⁰ | \$206.40 |
| 71. | 0-3 DOZEN | "Union garden Pick Mattock # 30-805 or approved equal. | \$197 ⁰⁰ | \$591 ⁰⁰ |
| 72. | 0-24 DOZEN | "UNION "BROOMS, 16 INCH, # 77408 OR APPROVED EQUAL. | \$220 ⁰⁰ | \$2880 ⁰⁰ |
| 73. | 0-24 DOZEN | "Union" BROOMS, 24 INCH #77-400 OR APPROVED EQUAL. | \$132 ⁰⁰ | \$3168 ⁰⁰ |
| 74. | 0-4 DOZEN | "UNION " Weed Cutter #62-105 OR APPROVED EQUAL | \$158 ⁰⁰ | \$632 ⁰⁰ |
| 75. | 0-24 EACH | "Union" Bow 10Saw # 62 -919 OR APPROVED EQUAL T/S 156321 | \$5.90 | \$141.60 |
| 76. | 0-24 EACH | "UNION " BOW SAW #62-919 OR APPROVED EQUAL. | \$5.90 | \$141.60 |
| 77. | 0-24 EACH | "UNION " PRUNING SAW, # 62-922 OR APPROVED EQUAL | \$7.97 | \$191.28 |
| 78. | 0-12 EACH | 'UNION' WHEELBARROW #77-283 OR APPROVED EQUAL | \$62 ⁰⁰ | \$744 ⁰⁰ |
| 79. | 0-10 DOZEN | 'UNION' CORN BROOMS OR APPROVED EQUAL | \$65 ⁰⁰ | \$6504 ⁰⁰ |
| 80. | 0-14 DOZEN | 'UNION' SCOOP SHOVELS #79-805 or APPROVED EQUAL | \$179 ⁰⁰ | \$2506 ⁰⁰ |
| 81. | 0-1 DOZEN | 'UNION' AX HANDLES. #90-039 or APPROVED EQUAL | \$ | \$90 ⁰⁰ |
| 82. | 0-6 EACH | 'UNION' POST HOLE DIGGERS, #78- 101 OR APPROVED EQUAL | \$25 ⁰⁰ | \$150 ⁰⁰ |
| 83. | 0-24 DOZEN | 'UNION' BOLT THRU LAWN RAKE #64-582 OR APPROVED EQUAL | \$102 ⁰⁰ | \$2448 ⁰⁰ |
| 84. | 0-10 DOZEN | 'UNION' I- BEAM POINT SHOVEL, # 45-870 OR APPROVED EQUAL | \$161 ⁰⁰ | \$1610 ⁰⁰ |
| 85. | 0-14 DOZEN | 'UNION' DURA-TORQUE POINT SHOVEL, #45-870 OR APPROVED EQUAL | \$161 ⁰⁰ | \$2254 ⁰⁰ |
| 86. | 0-6 DOZEN | 'UNION 'GARDEN NURSERY SPADE, #46- 168 OR APPROVED EQUAL | \$178 ⁰⁰ | \$1068 ⁰⁰ |
| 87. | 0-24 EACH | 'UNION' TAMPLING BAR, # 30-614 or APPROVED EQUAL | \$23 ⁰⁰ | \$552 ⁰⁰ |

SMALL TOOLS AND HARDWARE SUPPLIES

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|------|---------------|---|-------------------------|---------------------------|
| 88. | 0-10 DOZEN | "UNION" BOW HEAD RAKE, #63-10 APPROVED EQUAL | \$ 97 ⁵⁰ | \$ 975. ⁰⁰ |
| 89. | 0-6 DOZEN | "UNION" LEVEL HEAD RAKE, #63-110 OR APPROVED EQUAL | \$ 174 ⁰⁰ | \$ 1044. ⁰⁰ |
| 90. | 0-3 DOZEN | "UNION" GARDEN HOE, # 66-105 OR APPROVED EQUAL | \$ 180 ⁰⁰ | \$ 540. ⁰⁰ |
| 91. | 0-6 DOZEN | "Union" SCRAPERS, #81-102 OR APPROVED EQUAL | \$ 225 ⁰⁰ | \$ 1350. ⁰⁰ |
| 92. | 0-3 DOZEN | "UNION" HEDGER SHEARS, #62-420 OR APPROVED EQUAL | \$ 179 ⁰⁰ | \$ 537. ⁰⁰ |
| 93. | 0-3 DOZEN | "UNION" HEDGE PRUNERS, #62-430 or APPROVED EQUAL | \$ 159 ⁰⁰ | \$ 477. ⁰⁰ |
| 94. | 0-12 DOZEN | "UNION" STEEL BRACED BARN PUSHER, #79-847 OR APPROVED EQUAL | \$ 219 ⁰⁰ | \$ 2628. ⁰⁰ |
| 95. | 0-48 DOZEN | "UNION" BROOM 6 SCREW HANDLES WITH METAL TIPS # 84-007 OR APPROVED EQUAL | \$ 28. ⁴⁰ | \$ 1363. ²⁰ |
| 96. | 0-12 EACH | "UNION" corn knife, 15 inch, #62-653 OR APPROVED EQUAL | \$ 118 ⁰⁰ | \$ 141. ⁶⁰ |
| 97. | 0-3 DOZEN | "UNION" 4 PRONG CULTIVATOR, #68-120 OR APPROVED EQUAL | \$ 155 ⁰⁰ | \$ 465. ⁰⁰ |
| 98. | 0-5 DOZEN | SELLSTROM SEBRING # 400 EYE WARE OR APPROVED EQUAL | \$ 40 ⁰⁰ | \$ 200. ⁰⁰ |
| 99. | 0-6 EACH | PPT2400 ECHO Commercial Duty ECHO 23.6CC DUAL Ring Piston Engine. Provides Up To 20 % more power. Power pruners | \$ 462 ⁰⁰ | \$ 2772. ⁰⁰ |
| 100. | 0-24 EACH | ECHO BRUSH CUTTER SYSTEM WITH STEEL MESH VISOR AND EARMUFFS, Part # 103942230 | \$ 33 ⁰⁰ | \$ 792. ⁰⁰ |
| 101. | 0-2 EACH | ECHO HPP1900 POWER WASHER. (Produces 1,300 psi at 1.85 G.P.M with optional part #999448- 00170) or APPROVED EQUAL | \$ 590 ⁰⁰ | \$ 1180. ⁰⁰ |
| 102. | 0-1 DOZEN | CORONA, 20" BOW SAW, # BS -4010 OR APPROVED EQUAL | \$ | \$ 55. ⁰⁰ |

SMALL TOOLS AND HARDWARE SUPPLIES

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|------|----------------|--|-------------------------|---------------------------|
| 103. | 0-2 DOZEN | CORONA, PROFESSIONAL BY PASS PRUNER, # BP6250, OR APPROVED EQUAL | \$ 265 ⁰⁰ | \$ 530 ⁰⁰ |
| 104. | 0-2 DOZEN | CORONA, PROFESSIONAL SUPER-DUTY BYPASS LOPPER, WL6490 OR APPROVED EQUAL | \$ 280 ⁰⁰ | \$ 560 ⁰⁰ |
| 105. | 0-2 DOZEN | CORONA, PROFESSIONAL LONG HANDLES HEDGE SHEAR, #HS6930 OR APPROVED EQUAL | \$ 238 ⁰⁰ | \$ 476 ⁰⁰ |
| 106. | 0-12 EACH | CORONA, PROFESSIONAL 13FT ARBORIST TREE PRUNING SYSTEM, # TP6880 OR APPROVED EQUAL | \$ 69 ⁰⁰ | \$ 828 ⁰⁰ |
| 107. | 0-12 EACH | RED MAX PRO SERIES CHAIN SAWS G310TS | \$ 240 ⁰⁰ | \$ 2880 ⁰⁰ |
| 108. | 0-12 EACH | RED MAX PRO SERIES BLOWER, EPA CERTIFIED, EB6200 | \$ 380 ⁰⁰ | \$ 4560 ⁰⁰ |
| 109. | 0-12 EACH | RED MAX PRO SERIES WEED WACKER, EPA CERTIFIED BC34406 | \$ 401 ⁰⁰ | \$ 4812 ⁰⁰ |
| 110. | 0-3 DOZEN | 70-219 FORGER SOUTHERN MEADOW BEVELED BLADE, 7"X3 1/2" | \$ 93 ⁰⁰ | \$ 279 ⁰⁰ |
| 111. | 0-400 CASES | FOX VALLEY FIELD MARKING PAINT | \$ 34.88 | \$ 13952 ⁰⁰ |

NOTE: This contract will be awarded as an open - end contract. The minimum and maximum number of quantities for each item or as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

BID PROPOSAL/DOCUMENTS

GRAND TOTAL ITEMS 1 THROUGH 111

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 111. The Supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order

INCLUSIVE

ONE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED FORTY-ONE AND TWO CENTS

In Writing)

\$ 164,341.02

(In Figures)

This contract will be awarded based upon the grand total price for items 1 through 111. If the Grand total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half- percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 242
TRENTON, N J 08646-0252

TAXPAYER NAME:

DUNCAN HARDWARE, INC.

ADDRESS:

776 WEST SIDE AVE
JERSEY CITY NJ 07308

EFFECTIVE DATE:

09/16/49

TRADE NAME:

DUNCAN TRU-VALUE HARDWARE

SEQUENCE NUMBER:

0052510

ISSUANCE DATE:

03/28/05

J.P. Tully
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062510 FOR DUNCAN HARDWARE, INC. IS VALID.

VERIFIED
PC

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.023
Agenda No. 10.S
Approved: JAN 15 2014
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENSERVE INC. FOR THE PURCHASE AND INSTALLATION OF BALDOR GENERATOR FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE HEADQUARTERS)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for a **Baldor Generator**; and

WHEREAS, as per N.J.S.A. 40A:11-6.1(a) quotes were solicited and obtained (3) three proposals, with the lowest, responsive and responsible being that from Genserve, Inc., 100 Newtown Road, Plainview, New York 11803 in the total amount of **Twenty Six Thousand One Hundred Forty Eight Dollars (\$26,148.00)**; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Fire Department has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$26,148.00 are available in the **Fire Operating Fund Account**

| Account | PO # | Amount |
|-------------------|--------|-------------|
| 01-201-25-265-310 | 112053 | \$26,148.00 |

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENSERVE INC. FOR THE PURCHASE AND INSTALLATION OF BALDOR GENERATOR FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE HEADQUARTERS)

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a contract, in substantially the form of the attached, with **Genserve, Inc. in the amount of \$26,148.00**;
2. Upon certification by an official or employee of the City authorized to administer the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$26,148.00 are available in **Fire Operating Fund Account**.

| Account | PO # | Amount |
|-------------------|--------|-------------|
| 01-201-25-265-310 | 112053 | \$26,148.00 |

Peter Folgado
Director of Purchasing, QPA, RPPO

Donna Mauer,
Chief Financial Officer

PF/pv
12/10/13

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing the Award of a Contract to Genserve Inc. for the Purchase and Installation of a Baldor Generator for the Department of Public Safety (Fire Headquarters)

Initiator

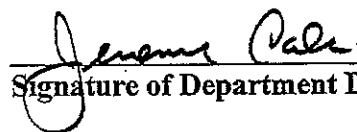
| | | |
|---------------------|-----------------------------|-------------------------------------|
| Department/Division | Department of Public Safety | Division of Fire |
| Name/Title | Jerome Cala | Assistant Director of Public Safety |
| Phone/email | 201-547-4898 | JCala@njcps.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of the resolution is for the purchase and installation of a Baldor Generator at the Consolidated Fire house located at 355 Newark Avenue. In the event of a natural disaster or failure of the current generator, which was installed in 1975, the services of the fire house must be maintained in order to ensure public safety. Services for the fire house to include heat, lights, communication equipment and overhead doors.

I certify that all the facts presented herein are accurate.


Signature of Department Director/Asst

12/11/13
Date



CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
112053

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # 0163908
BUYER P2PRESO

DATE: 12/10/2013
VENDOR NO: GE229575

VENDOR INFORMATION

GENSERVE, INC.
341 KAPLAN DRIVE, UNIT 1
FAIRFIELD NJ 07004

DELIVER TO
FIRE HEADQUARTERS
465 MARIN BLVD.

JERSEY CITY NJ 07302

BILL TO
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302

| QUANTITY | UNIT | DESCRIPTION | ACCOUNT NUMBER | UNIT PRICE | EXTENDED PRICE |
|----------|------|--|-------------------|-------------|----------------|
| 1.00 | EA | BALDOR GENERATOR NEW GENERATOR AND INSTALLATION PLEASE SEE ATTACHED QUOTES JP1Q6088 AND JP1Q6372 CONTACT @JCFD CHIEF JOSEPH GIANCASPRO CELL: 201-705-6245 | 01-201-25-265-310 | 15,998.0000 | 15,998.00 |
| 1.00 | EA | INSTALLATION QUOTES: JP1Q6372 AND JP1Q6088-01 | 01-201-25-265-310 | 10,150.0000 | 10,150.00 |

RESO _____, APPROVED _____

TAX EXEMPTION NO. 22-6002013

PO Total 26,148.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

RESOLUTION CHECKLIST

01

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0163908

PO # 112053

DEPT/DIV: FIRE HQ

SUBJ: GENERATOR

GOODS & SERVICES NON BIDS

| | Amending | Emergency | EUS | GSA | Ordinance | Pay to Play | Prof Service | State Contract | Library | Resolution |
|---|----------|-----------|-----|-----|-----------|-------------|--------------|----------------|---------|------------|
| Quote/Proposal/Agreement | | | | | | X | | | | |
| EEO/AA Compliance | | | | | | | | | | |
| BRC/Validation | | | | | | X | | | | |
| Pay-to-Play, Political Contribution/B.E.D. | | | | | | X | | | | |
| Legislative Fact Sheet/ Determination of Value | | | | | | X | | | | |
| Other: | | | | | | | | | | |

NOTE: emailed forms to Genseme. rec'd 12/12/ 9:12 AM

BIDS

| | Goods & Services | Construction | RFP's | RFQ's | Resolution | Amending |
|---|------------------|--------------|-------|-------|------------|----------|
| Proposal Page/Amounts | | | | | | |
| EEO/AA Compliance | | | | | | |
| BRC/Validation | | | | | | |
| Certification Regarding Suspension/Debarment | | | | | | |
| Legislative Fact Sheet/ Determination of Value | | | | | | |

Notes:

CITY OF JERSEY CITY

Requisition #**0163908****Assigned PO #**

Requisition

Vendor
GENSERVE, INC.
100 NEWTOWN ROAD
PAT AREBALO
PLAINVIEW NY 11803
GE229575

Dept. Bill To
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302

Dept. Ship To

Contact Info
Janis
0000004898

| Quantity | UOM | Description | Account | Unit Price | Total |
|----------|-----|---------------------------------------|---------------|------------|-----------|
| 1.00 | EA | BALDOR GENERATOR | 0120125265310 | 15,998.00 | 15,998.00 |
| | | NEW GENERATOR AND INSTALLATION | | | |
| | | PLEASE SEE ATTACHED QUOTES | | | |
| | | JP1Q6088 AND JP1Q6372 | | | |
| | | CONTACT @JCFD CHIEF JOSEPH GIANCASPRO | | | |
| | | CELL: 201-705-6245 | | | |
| 1.00 | EA | INSTALLATION | 0120125265310 | 10,150.00 | 10,150.00 |

QUOTES: JP1Q6372 AND JP1Q6088-01

RESO _____, APPROVED _____

Requisition Total 26,148.00

Req. Date: 10/23/2013

Requested By: JANIS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

Account Inquiry Details

Exit Help File Preferences

**** Budget Account ****

| | |
|---------------|------------|
| Budget Amount | 200,000.00 |
|---------------|------------|

| | |
|----------------|------------|
| Revised Budget | 185,000.00 |
|----------------|------------|

| | |
|-------------------|------------|
| Beginning Balance | 185,000.00 |
|-------------------|------------|

Prior YTD Expended 00.

| | |
|--------------------------|------------------|
| Cum. YTD Expended | 98,827.15 |
|--------------------------|------------------|

| | |
|-----------------|-----------|
| Open Encumbered | 84,404.74 |
|-----------------|-----------|

| | |
|----------------|----------|
| Ending Balance | 1,768.11 |
|----------------|----------|

[New Acct](#) [Previous >](#) [< Next](#)

[New Acct](#) [Previous >](#) [< Next](#)

| Cd | Per | Date | P.O.# | Vendor Name | Invoice# | Description | Debit Amount | Credit Amount |
|----|-----|------------|--------|-------------------|----------|-----------------|--------------|---------------|
| VR | 12 | 12/06/2013 | 111720 | GEN-EL INDUSTRI | 15960 | ENCUMBER REPAI | 381.00 | .00 |
| VR | 12 | 12/06/2013 | 109319 | MONACO LOCK CO | 251606-1 | KEY ENCUMBRANC | 97.88 | .00 |
| VR | 12 | 12/06/2013 | 109967 | AMERICAN TEST C | * | ANNUAL SAFETY T | 940.00 | .00 |
| VR | 12 | 12/06/2013 | 111672 | AAA EMERGENCY S | 00241540 | ENCUMBRANCE | 725.00 | .00 |
| JE | 12 | 12/02/2013 | | | | LINE TRANSFER | 10,000.00 | .00 |
| VR | 12 | 12/02/2013 | 109319 | MONAGO LOCK CO | 251542-1 | KEY ENCUMBRANC | 21.90 | .00 |
| VR | 12 | 11/25/2013 | 110195 | CONTINENTAL FIR | * | ENCUMBER/AMKU | 1,824.00 | .00 |
| VR | 12 | 11/25/2013 | 111116 | AAA EMERGENCY S | 00241529 | ENCUMBER REPAI | 983.29 | .00 |
| VR | 12 | 11/25/2013 | 108987 | GENSERVE, INC. | 0062100- | GENERATOR MAIN | 494.11 | .00 |
| VR | 11 | 11/26/2013 | 109283 | TRIANGLE TV & AI | | REPAIR VARIOUS | 90.00 | .00 |
| VR | 11 | 11/26/2013 | 109283 | TRIANGLE TV & AI | | REPAIR VARIOUS | 195.00 | .00 |
| VR | 11 | 11/26/2013 | 109283 | TRIANGLE TV & AI | | REPAIR VARIOUS | 150.00 | .00 |
| VR | 11 | 11/26/2013 | 110768 | ALL STATE FIRE TE | 13798 | FIRE EXTINGUISH | 185.00 | .00 |
| VR | 11 | 11/26/2013 | 111576 | GEN-EL INDUSTRI | 15870 | REPAIR&CALIBRA | 211.80 | .00 |
| VR | 11 | 11/26/2013 | 111116 | AAA EMERGENCY S | 00240851 | ENCUMBER REPAI | 753.25 | .00 |
| VR | 11 | 11/26/2013 | 110747 | A.G.L. WELDING SU | R448824 | ACETY & OXY BOT | 173.50 | .00 |
| VR | 11 | 11/26/2013 | 109774 | GNARR LINE ETRE | 646073 | ENCUMBER/CALIB | 381.00 | .00 |

View Lot Line

| |
|---------------|
| Requisition # |
| 0163908 |

CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

| |
|---------------|
| Assigned PO # |
| |

Requisition

Vendor

Dept. Bill To
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302

LS
10/23

Dept. Ship To
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302

Contact Info
Janis
0000004898

| Quantity | UOM | Description | Account | Unit Price | Total |
|----------|-----|--|-------------------|------------|-------|
| 1.00 | EAC | NEW GENERATOR | 01-201-25-265-310 | .00 | .00 |
| | | NEW GENERATOR AND INSTALLATION PLEASE SEE ATTACHED QUOTES JP1Q6088 AND JP1Q6372 CONTACT @JCFD CHIEF JOSEPH GIANCASPRO CELL: 201-705-6245 | | | |

Requisition Total .00

Req. Date: 10/23/2013

Requested By: JANIS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

QUOTATION ANALYSIS SHEET

| DATE | 12/10/2013 | VENDOR NAME | | genserve | | peninsula | | washauer | |
|-------------------|------------------------------------|-------------|------|-------------|-------------|-------------|-------------|-----------|---------|
| REQ. NO | R0163908 | | | | | | | electric | |
| QTY/DEP | fire | | | | | | | | |
| ITEM # | baldor standby gas generator | QTY | UNIT | UNIT COST | EXT AMT | UNIT COST | EXT AMT | UNIT COST | EXT AMT |
| 1 | 31kw-39-kva | 1 | EA | \$15,998.00 | \$15,998.00 | \$29,700.00 | \$29,700.00 | \$0.00 | \$0.00 |
| 2 | voltage 208/120 3phase | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 3 | disconnect old generator;reconnect | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 4 | new generator incl rigging and | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 5 | crane service | 1 | EA | \$10,150.00 | \$10,150.00 | \$14,875.00 | \$14,875.00 | \$0.00 | \$0.00 |
| 6 | | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 7 | see attached info; in a 25 mile | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 8 | radius for this product there are | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 9 | only two distributors genserve | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 10 | quoted; washauer was e-mailed | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 11 | on 10/25/13 and 11/08/13 | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 12 | on 12/03/13 faxed to felix info | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 13 | after phone call no reply | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 14 | got second quote on cummins | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 15 | which is more money | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| 16 | | | EA | | \$0.00 | | \$0.00 | | \$0.00 |
| SUB-TOTAL | | | | | \$26,148.00 | | \$44,575.00 | | \$0.00 |
| SHIPPING/HANDLING | | | | | \$0.00 | | \$0.00 | | \$0.00 |
| TOTAL | | | | | \$26,148.00 | | \$44,575.00 | | \$0.00 |

BUYER'S NOTES:

Peninsula Electric Inc T/A Wolenski Electric23 East 47th Street
Bayonne, NJ 07002NJ Electrical License #34E1010678
NJ Electrical Business Permit #34EB010678
NJ Contractor License #13VH02221900Phone # 201-436-2258
Fax # 201-436-2288**Estimate**

| Date | Estimate No. |
|------------|--------------|
| 11/15/2013 | 899 |

Name/AddressJersey City Fire Department
465 Marin Boulevard
Jersey City, NJ 07302

| Project | |
|--|----------------------|
| 355 Newark Avenue | |
| Description | Total |
| Replace 1 natural gas generator located on the side of the building. Install 1 18 inch platform to be constructed of metal and attached to the concrete base. Pressure test the existing gas line in order to ensure the integrity of the buried gas line. Provide all rigging necessary to lift the old generator out of its location and set the new generator on the new platform. Install 1 new 200 amp rated Nema 3r(outdoor) transfer switch on the exterior of the building and adjacent to the existing gas line. Remove all unnecessary conduit and boxes in the boiler room. Install the proper size wire for the 200 amp normal power feeder. Install new wiring from the transfer switch to the generator rated at 125 amps. Provide new grounding system as per NEC. Call for mark outs for the existing utilities prior to commencement of work. Please see the attached specifications for the new generator and transfer switch. Provide start up by authorized manufacturer rep. Remove and dispose of the existing Onan Generator. Remove fluids and dispose of properly. Provide all labor and materials to complete the scope of work listed above. | 14,875.00 |
| Cummins Generator and equipment as per attachment | 29,700.00 |
| Deposit Required: 30% upon signing; 30% upon commencement; 30% upon completion and 10% upon final inspection. Any changes will be billed as extra work. Permit fees are not included unless noted above. This proposal is valid for 2 weeks from the proposal date. We have the right to renegotiate at any time due to the unpredictable state of the commodities market. All trash to be disposed of by owner. | Subtotal \$44,575.00 |
| | Sales Tax 7% \$0.00 |
| To Accept this Estimate, sign here and return by fax to (201) 436-2288. Original Signed Estimate to be returned to us with the deposit of 30% of the contract price. | Total \$44,575.00 |

Date:

Authorized Signature

Thank you for the opportunity to give you this estimate.



Product Quick Search

Catalog Number



WHERE TO BUY | CONTACT US | SITE MAP

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PRODUCTS

SUPPORT

NEWS/EVENTS

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Corporate Officers

World Locations

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Where To Buy

Product Line:

Employment

Search Distributors

ISO Certification

Stock Price History

Products Available

United States

Canada

International

Zip Code:

07305

Radius:

25 (mi)



Distance Company

17.9
miles**Genserve**

341 Kaplan Drive

Fairfield, NJ 07004

Phone: (973) 614-0091

Fax: (973) 614-0095

[Send Email](#) [Visit Website](#)27.2
miles**Washauer Electric Supply Inc.**

800 Shrewsbury Avenue

Tinton Falls, NJ 07724

Phone: (732) 741-6400

Fax: (732) 741-3866

[Visit Website](#)

Generators

Generators

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California Transparency in Supply Chains Act of 2010 Disclosures | Terms of Use | Privacy Policy

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JG IAN CASPINO

@ NJCPS.ORG



341 KAPLAN DRIVE, UNIT 1
FAIRFIELD NJ 07004

PH: 973-614-0091
FAX: 973-614-0095

QUOTE

Number JP1Q6372

Date Oct 17, 2013

Sold To

Jersey City F.D.Division&Newar
Joe Giancaspro
355 Newark Ave
Jersey City, NJ 07302

Phone (201)705-6245
Fax (201)547-5298

Ship To

Jersey City F.D.Division&Newar
Joe Giancaspro
355 Newark Ave
Jersey City, NJ 07302

Phone (201)705-6245
Fax (201)547-5298

Your Sales Rep

Joseph Prizzi
jprizzi@genserveinc.com

| Terms | P.O. Number | Ship Via | Job Name |
|--------|-------------|----------|----------------------------------|
| NET 30 | | | Jersey City F.D.Division&Newar - |

| Line | Qty | Description | Unit Price | Ext. Price |
|-----------------|-----|--|------------|-------------|
| 1 | 1 | GENERATOR INSTALLATION DISCONNECT OLD GENERATOR RECONNECT NEW GENERATOR STARTUP AND RUN | \$7,750.00 | \$7,750.00 |
| 2 | 1 | RIGGING AND CRANE SERVICE | \$2,400.00 | \$2,400.00 |
| SubTotal | | | | \$10,150.00 |
| Tax | | | | \$0.00 |
| Shipping | | | | \$0.00 |
| Total | | | | \$10,150.00 |

Comments/Exceptions:

- 1) Quotation valid for 30 Days.
- 2) Start-up limited to manufacturer's requirements unless otherwise noted. Diesel fuel not included.
- 3) Sales tax not included (if applicable).
- 4) Subject to standard factory lead times, after final approvals are received.
- 5) Subject to standard terms on Acceptance Form.
- 6) Quotation is limited to product listed above to best meet the intent of the specification.
- 7) NETA testing is not included, please call for quote if required.

OK J. Prizzi


GenServe

341 KAPLAN DRIVE, UNIT 1
FAIRFIELD NJ 07004

PH: 973-614-0091
FAX: 973-614-0095

QUOTE

Number JP1Q6088-01

Date Oct 17, 2013

Sold To

Jersey City F.D.Division&Newar
Joe Giancaspro
355 Newark Ave
Jersey City, NJ 07302

Phone (201)705-6245
Fax (201)547-5298

Ship To

Jersey City F.D.Division&Newar
Joe Giancaspro
355 Newark Ave
Jersey City, NJ 07302

Phone (201)705-6245
Fax (201)547-5298

Your Sales Rep

Joseph Prizzi
jprizzi@genserveinc.com

| Terms | P.O. Number | Ship Via | Job Name |
|--------|-------------|------------------|-----------------|
| NET 30 | | FREIGHT PRE-PAID | 355 Newark Ave. |

| Line | Qty | Description | Unit Price | Ext. Price |
|------|-----|--|-------------|-------------|
| 1 | 1 | BALDOR STANDBY GAS 31KW - 39KVA VOLTAGE 208/120 3-PHASE NATURAL GAS BASIC SOUND ATTENUATED ENCLOSURE ALUMINUM CONSTRUCTION INTERNAL SILENCER 125A 240V BREAKER BLOCK HEATER BATTERY BATTERY CHARGER | \$15,998.00 | \$15,998.00 |

SubTotal \$15,998.00
Tax \$0.00
Shipping \$0.00
Total **\$15,998.00**

Comments/Exceptions:

Based on site visit on April 22, 2013

- 1) Quotation valid for 30 Days.
- 2) Start-up limited to manufacturer's requirements unless otherwise noted. Diesel fuel not included.
- 3) Sales tax not included (if applicable).
- 4) Subject to standard factory lead times, after final approvals are received.
- 5) Subject to standard terms on Acceptance Form.
- 6) Quotation is limited to product listed above to best meet the intent of the specification.
- 7) NETA testing is not included, please call for quote if required.

OK J. Prizzi

DETERMINATION OF VALUE CERTIFICATION

Jerome Cala, of full age, hereby certifies as follows:

1. I am the Assistant Director of Public Safety, Division of Fire and have knowledge of the goods and services that the Division of Fire requires.
2. The Division of Fire requires maintenance of the generator in order to ensure the proper functioning of the fire house.
3. The City has determined that a contract for the furnishing and installation of a Baldor generator should be awarded pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. **Genserve Inc.** can provide the Baldor generator and the installation, and has submitted a proposal indicating that it will provide the services for the sum of \$26,148.
5. The Division of Fire's recommendation is to award the contract to **Genserve Inc.**
6. The estimated amount of the contract exceeds \$17,500.00 (\$26,148).
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/11/13


Jerome Cala, Assistant Director Of Public Safety



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GENSERVE INC.

Trade Name:

Address: 115A TWINBRIDGE DRIVE
PENNSAUKEN, NJ 08110

Certificate Number: 0057958

Effective Date: March 19, 1991

Date of Issuance: December 10, 2013

For Office Use Only:

20131210110918490

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Genserve, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Genserve, Inc.

Signed [Signature] Title: CFO

Print Name Joseph Flynn Date: 12/11/13

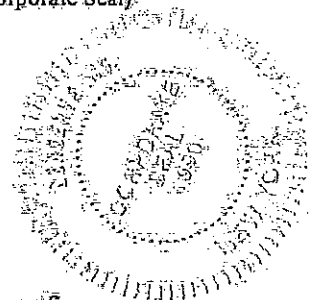
Subscribed and sworn before me
this 11th day of December 2013 _____ (Affiant)

My Commission expires: _____
(Print name & title of affiant) (Corporate Seal)

JESSICA CAIN
Notary Public, State of New York
No. 01CA6225983
Qualified in Suffolk County
Commission Expires August 02, 2014

[Signature: Jessica Cain]

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|---------------------------------------|------------------------------------|
| Election Fund for Steven Fulop (2013) | Frank Gajewski for Council |
| Team Fulop | Friends of Khemraj "Chico" Ramchal |
| Team Fulop Runoff | Councilperson Richard Boggiano |
| Lavarro for Council | Michael Yun for Council |
| Councilperson Joyce E. Watterman | Councilperson Candice Osborne |
| Councilperson Daniel Rivera | Diane Coleman for Council |

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------------------------------|
| Robert Fortunato | 20 Miller Lane, Ridgefield, CT 06877 |
| Benjamin Gress | 47 Temple Road, Willsky, MA 02482 |
| | |
| | |
| | |
| | |
| | |
| | |

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Genervix, Inc

Signed: [Signature] Title: CEO

Print Name: Joseph Flynn Date: 12/11/2013

Subscribed and sworn before me this 11th day of

December, 2013

My Commission expires:

8/2/14

(Affiant)

(Print name & title of affiant) (Corporate Seal)

JESSICA CAIN
Notary Public, State of New York
No. 01CA6225983
Qualified in Suffolk County
Commission Expires August 02, 2014

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

| | | | |
|--------------|------------------|--------|-------|
| Vendor Name: | Genierre, Inc. | | |
| Address: | 100 Newtown Road | | |
| City: | Plainville | State: | NY |
| | | Zip: | 11803 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____

Joseph Flynn
Printed Name

CFO
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Genserve, Inc.
Address : 100 Newtown Road, Plainville, NY 11803
Telephone No. : 973-614-0091
Contact Name : Joseph Prizzi

Please check applicable category :

| | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Genserve, Inc

Address: 100 Newtown Road, Plainville, NY 11803

Telephone No.: 973-614-0091

Contact Name: Joseph Prizzi

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

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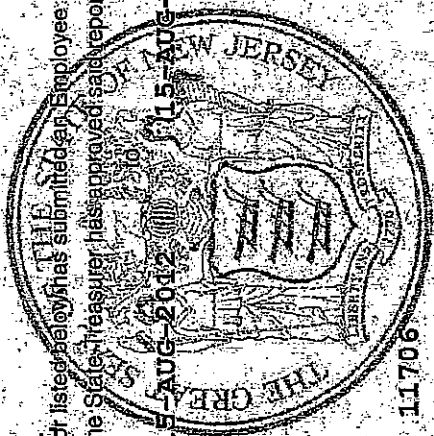
DIVISION OF PURCHASING COPY

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 15069

RENEWAL: This is to certify that the following listed employee has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2012 TO 15-AUG-2015



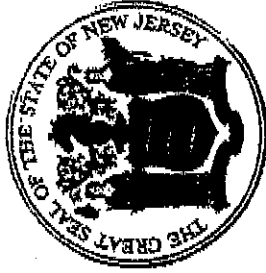
GENSERVE INC.
80 SWEENEYDALE AVE.
BAYSHORE NY 11706



Andrew P. Sidamon-Eristoff
State Treasurer

Certificate Number
604755

Registration Date: 05/31/2013
Expiration Date: 05/30/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2013

Responsible Representative(s):

Benjamin Giess, Secretary
Robert Fortunato, Chairman

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Genserve, Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Genserve, Inc.

Signed [Signature] Title: CFO

Print Name Joseph Flynn Date: 12/11/13

Subscribed and sworn before me
this 11th day of December 2013. _____ (Affiant)

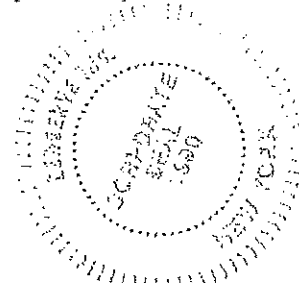
My Commission expires: _____

(Print name & title of affiant) (Corporate Seal)

JESSICA CAIN
Notary Public, State of New York
No. 01CA6225983
Qualified in Suffolk County
Commission Expires August 02, 2014

[Signature: Jessica Cain]

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|---------------------------------------|------------------------------------|
| Election Fund for Steven Fulop (2013) | Frank Gajewski for Council |
| Team Fulop | Friends of Khemraj "Chico" Ramchal |
| Team Fulop Runoff | Councilperson Richard Boggiano |
| Lavarro for Council | Michael Yun for Council |
| Councilperson Joyce E. Watterman | Councilperson Candice Osborne |
| Councilperson Daniel Rivera | Diane Coleman for Council |

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------------------------------|
| Robert Fortunato | 20 Miller Lane, Ridgefield, CT 06877 |
| Benjamin Giess | 47 Temple Road, Willsky, MA 02482 |
| | |
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| | |

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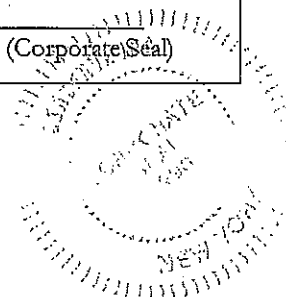
Name of Business Entity: Genserve, Inc

Signed: Joseph Flynn Title: CEO

Print Name: Joseph Flynn Date: 12/11/2013

| | |
|--|--|
| Subscribed and sworn before me this <u>11th</u> day of <u>December</u> , 2013 | <u>Jessica Cain</u> (Affiant) |
| My Commission expires: <u>8/2/14</u> | (Print name & title of affiant) (Corporate Seal) |

JESSICA CAIN
Notary Public, State of New York
No. 01CA6225983
Qualified in Suffolk County
Commission Expires August 02, 2014



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

| | | | |
|--------------|------------------|--------|-------|
| Vendor Name: | Gernerve, Inc. | | |
| Address: | 100 Newtown Road | | |
| City: | Plainview | State: | NY |
| | | Zip: | 11803 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____

Joseph Flynn
Printed Name

CFO
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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Business Name : Genserve, Inc.
Address : 100 Newtown Road, Plainville, NY 11803
Telephone No. : 973-614-0091
Contact Name : Joseph Prizzi

Please check applicable category :

| | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

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OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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Business Name: Genserve, Inc

Address: 100 Newtown Road, Plainville, NY 11803

Telephone No.: 973-614-0091

Contact Name: Joseph Prizzi

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

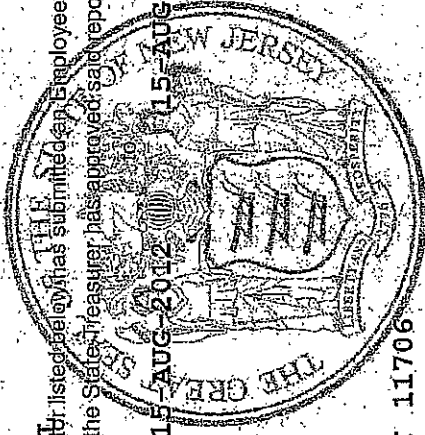
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 15069

RENEWAL
This is to certify that the Employer, listed below, has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15 AUG-2012 TO 15-AUG-2015



GENSERVE INC.
80 SWEENEYDALE AVE.
BAYSHORE NY 11706



Andrew P. Sidamon-Eristoff
State Treasurer

GenServe Inc.
80 Sweeneydale Avenue
Bay Shore, New York 11706
1 800 247-7215
516 435-0437

GENSERVE

Affiliate of
Transervice Lease Corp.

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS | | DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 252 TRENTON, N.J. 08646-0252 |
|---|--|---|
| TAXPAYER NAME: GENSERVE INC | TRADE NAME: M & M EQUIPMENT DIVISION | |
| TAXPAYER IDENTIFICATION#: 113-041-080/001 | SEQUENCE NUMBER: 0057958 | |
| ADDRESS: 998 TAUNTON AVE WEST BERLIN NJ 08091 | ISSUANCE DATE: 06/03/04 | |
| EFFECTIVE DATE: 08/08/95 | <i>John S. Tully</i> Acting Director | |
| FORM-BRC(08-01) | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. | |

CORPORATE OFFICE
5 Dakota Drive, Lake Success, New York 11042-1188 • (516) 488-3400

Branch
W. Berlin, New Jersey
(609) 768-2367

ELECTRICAL BUSINESS PERMITS
New Jersey #9041
Philadelphia #002371

Branch
Newark, New Jersey
(973) 491-0015

Certificate Number
604755

Registration Date: 05/31/2013
Expiration Date: 05/30/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Benjamin Gless, Secretary
Robert Fortunato, Chairman

Responsible Representative(s):

2013
se, nc.

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.024

Agenda No. 10.T

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LOMBARDY DOOR SALES & SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the **Repair and Maintenance of Motorized Overhead Doors for the Department of Public Works/Division of Buildings and Street Maintenance**; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole responsible bid being that from **Lombardy Door Sales & Service., 734 Belleville Avenue, Belleville NJ 07109** in the total bid amount of **Thirty Five Thousand, Nine Hundred and Fifty (\$35,950.00) Dollars**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the contract shall be for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of **Thirty Five Thousand, Nine Hundred and Fifty (\$35,950.00) Dollars**; will be budgeted for the 2014, 2015, 2016 and 2017 Budget Years subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of **Three Thousand (\$3,000.00) Dollars** is available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in **Operating Account # 01-201-26-291-311**

Dept. of Public Works/Div. of Buildings and Street Maintenance

| Acct. No. | P.O. No. | Temp Encumb. | Amount |
|--------------------------|-----------------|-----------------------|--------------------|
| 01-201-26-291-311 | 112194 | \$3,000.00 | \$3,000.00 |
| | | Total Contract | \$35,950.00 |

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

WHEREAS, the remaining contract funds will be made available in the 2014, 2015, 2016 and 2017 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2014 thru 2017 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2014 permanent budget, the contract will be terminated.

City Clerk File No. Res. 14.024Agenda No. 10.T JAN 15 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LOMBARDY DOOR SALES & SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Lombardy Door Sales & Service**, accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-26-291-311.

Dept. of Public Works/Div. of Buildings and Street Maintenance

| | | |
|-------------------|----------------|-------------|
| Acct. No. | P.O. No. | Amount |
| 01-201-26-291-311 | 112194 | \$3,000.00 |
| | Temp Encumb. | \$35,950.00 |
| | Total Contract | |

APPROVED

Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | LAVARRO | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | RICHARDSON | ✓ | | |
| LOPEZ | ✓ | | | COLEMAN | ✓ | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0164537

PO # 112194

DEPT/DIV: DPW/ Bldg & St. Maint.

SUBJ: Repair & Maintenance of Motorized Overhead
Doors

GOODS & SERVICES NON BIDS

| | Amending | Emergency | EUS | GSA | Ordinance | Pay to Play | Prof Service | State Contract | Library | Resolution |
|---|----------|-----------|-----|-----|-----------|-------------|--------------|----------------|---------|------------|
| Quote/Proposal/Agreement | | | | | | | | | | |
| EEO/AA Compliance | | | | | | | | | | |
| BRC/Validation | | | | | | | | | | |
| Pay-to-Play, Political Contribution/B.E.D. | | | | | | | | | | |
| Legislative Fact Sheet/ Determination of Value | | | | | | | | | | |

BIDS

| | Good & Services | Construction | RFP's | RFQ's | Resolution |
|---|--------------------|--------------|-------|-------|------------|
| Proposal Page/Amounts | x | | | | x |
| EEO/AA Compliance | x | | | | |
| BRC/Validation | x | | | | |
| Certification Regarding Suspension/Debarment | x | | | | |
| Legislative Fact Sheet/ Determination of Value | x | | | | |

Notes:

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a contract to Lombardy Door for repairs and maintenance of motorized doors for the Department of Public Works / Division of Buildings Maintenance.

Project Manager

| | | |
|---------------------|--------------|-----------------------|
| Department/Division | DPW | Buildings Maintenance |
| Name/Title | John McGrath | Director |
| Phone/email | 201-547-4432 | Mcgrathj@jcnj.org |
| | | |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

The purpose of this contract is to provide repairs and maintenance of motorized doors citywide. This was a public bid.

Cost (Identify all sources and amounts)

Operating Accounts
01-201-26-291-311 (\$35,950.00)

Contract term (include all proposed renewals)

This contract is for one year. The City shall have the option to renew the contract for up to two (2) additional one (1) year terms.

Type of award

Public Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1-7-12
Date

BID PROPOSAL

Lombardy Door
734 Belleville Avenue
Belleville, NJ 07109
Attn: Michael Sr.
T. 973-759-0016 F. 973-759-4077

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF BUILDINGS & STREET MAINTENANCE
Date December 13, 2013

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITHIN BID PACKAGE.

Proposal of Lombardy Door Sales (hereinafter called "Bidder" organized and existing under the laws of the State of New Jersey doing business as Lombardy Door Sales & Service Corp.

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS

Jersey City, New Jersey

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the specifications. (NOTE: The City may exercise its renewal right for two additional one year contracts).

Bidder acknowledges receipt of the following addendum:

Michael Lombardy, President
Lombardy Door Sales & Serv. Corp.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- ☒ List of Prices
- ☒ Grand Total Bid Price
- ☐ Alternate(s) with supporting documentation, if applicable.
- ☐ Substitutions, if applicable, are attached in conformance with the Information to Bidders.
- ☒ Financial Statement
- ☒ Non-Collusion Affidavit
- ☒ Corporation or Partnership Statement
- ☒ Form MWBE - Minority / Woman Business Enterprise (MWBE) Questionnaire for bidders (2 Forms)
- ☒ Exhibit A: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10:5-31 et seq) (N.J.A.C. 17:27) Goods, Services and Professional Contracts must be signed.
- ☒ New Jersey Business Registration Certifications of General Contractor and all Subcontractors.
- ☒ Certificate of Contractor's State of N.J. Department of Labor Registration or Application.
- ☐ Bid Bond
- ☒ Written acknowledgment of addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2 (e)
- ☒ Bidder's Qualification Statement

BID PROPOSAL / DOCUMENTS
REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS
DPW / BUILDINGS AND STREET MAINTENANCE

| 1ST BATTALION | | |
|---------------------------------|---|---------------------|
| NO. OF DOORS | UNIT | ADDRESS |
| 1 | Engine Co. 2 , unit 4225 | 160 Grand Street |
| 4 | Engine Co. 5 , Unit 4208-4647 Truck Co. , Unit 4208-4647 Safety Officer / MSU Unit 4214 | 355 Newark Avenue |
| 1 | Engine Co. 10 , unit 4216 Truck Co. 12 | 282 Halladay Street |
| 4 | Engine Co. 6 , Unit 4294 Truck Co. 12 HAZMAT | 465 Marin Boulevard |
| 1 | Union Hall | 42 South Street |

| 2ND BATTALION | | |
|---------------------------------|------------------------------|---------------------|
| NO. OF DOORS | UNIT | ADDRESS |
| 1 | Engine Co. 8 , Unit 4215 | 14-16 Orient Avenue |
| 1 | Engine Co. 13 , Unit 4217 | 152 Linden Avenue |
| 2 | Engine Co. 19, Unit 4221 | 2 Bergen Avenue |
| 1 | Engine Co. 22 Truck Co. 4 | 468 Ocean Avenue |

| 3RD BATTALION | | |
|---------------------------------|--------------------------------------|---------------------|
| NO. OF DOORS | UNIT | ADDRESS |
| 2 | Engine 7 Unit 5600 | 715 Summit Avenue |
| 2 | Engine Co. 11 , Unit 4233 | 152 Lincoln Street |
| 3 | Engine Co. 14 , Unit 4235 Truck 7 | 599 Palisade Avenue |

| 4TH BATTALION | | |
|---------------------------------|--|-------------------|
| NO. OF DOORS | UNIT | ADDRESS |
| 1 | Engine Co. 9, Unit 4209 | 697 Bergen Avenue |
| 1 | Engine Co. 15, Unit 4220 Truck Co. 9 | 200 Sip Avenue |
| 3 | Rescue Co. 1 , Unit 4223 Squad Co. 1 | 582 Bergen Avenue |
| 3 | Engine Co. 17, Unit 4142 Truck Co. 11 | 255 Kearny Avenue |

OTHER LOCATIONS

| <u>NO. OF DOORS</u> | <u>UNIT</u> | <u>ADDRESS</u> |
|---------------------|--------------------------------|----------------------------|
| 40 | Public Works Compound | 575 Route 440 |
| 2 | Justice Complex | 365 Summit Avenue |
| 1 | North District Police Precinct | 282 Central Avenue |
| 1 | East District Precinct | 207 7 th Avenue |
| 1 | West District Police Precinct | 576 Communipaw Avenue |
| 2 | South District Police Precinct | 191 Bergen Avenue |
| 3 | Motorcycle Squad | 100 Cornelison Avenue |
| 3 | Public Safety Building | 73-78 Bishop Street |
| 1 | Maureen Collier | 335 Bergen Avenue |
| 1 | Joseph Connors | 28 Patterson Avenue |
| 1 | City Hall | 280 Grove Street |
| 4 | Recreation - Caven Point | 1 Chapel Avenue |
| 6 | Pershing Field pool / Rink | 201 Central Avenue |

TOTAL NUMBER OF OVERHEAD DOORS: 97

Maintenance and repair of Motorized Overhead Doors at various locations (see attached lists). Repairs must include door panels, rollers, shafts, springs, track and all parts of motorized operator, and any part pertinent to safe operation of the door. Door size 12ft X 14ft.

The vendor must respond within seventy-two hours (72) of notice for regular repairs. The vendor must respond within twenty four (24) hours of notice for emergency repairs. The contract will be for a period of one (1) year commencing the date of the award of the contract.

Item No. 1 - year Round Service

The bidder agrees to provide service for a period of one year based on the labor rate inserted by the bidder below. The successful bidder will be paid based upon the actual quantity of time used; however, it will not exceed the estimated quantity without prior written issuance by the City's Purchasing Agent of a change order.

350 Hours
(Estimated quantity)

\$ 77.00
(Unit Cost Mechanic)

\$ 26,950.00
Total Cost Item # 1

Item No. 2 - Parts Allowance

Included in the total bid amount will be the sum of nine thousand (\$9,000.00) dollars to cover the cost of required parts for the term of the contract. All parts will be billed at cost plus 20%.

Nine Thousand Dollars

(In writing)

\$9,000.00

(In Figures)

Nine Thousand Dollars

\$9,000.00

(In writing)

(In Figures)

GRAND TOTAL - ITEMS 1 AND 2

The price shall include all labor, materials, equipment and other services required in the execution of the contract herein specified. The supplier shall be paid based on actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

| | |
|--|---------------------|
| <u>Thirty Five Thousand Nine Hundred Fifty</u> | <u>\$ 35,950.00</u> |
| (In Writing) | (In Figures) |

The lump sum awarded will be based on the grand total price listed in the bid proposal. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON NJ 08646-0252

TAXPAYER NAME:

LOMBARDY DOOR SALES & SERVICE CORP

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-106-325/000

SEQUENCE NUMBER:

0102107

ADDRESS:

734 BELLEVILLE AVE
BELLEVILLE NJ 07109

ISSUANCE DATE:

08/10/04

EFFECTIVE DATE:

02/24/71

FORM-BRC(08-01)

J.P. S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0102107 FOR LOMBARDY DOOR SALES & SERVICE CORP IS
VALID.

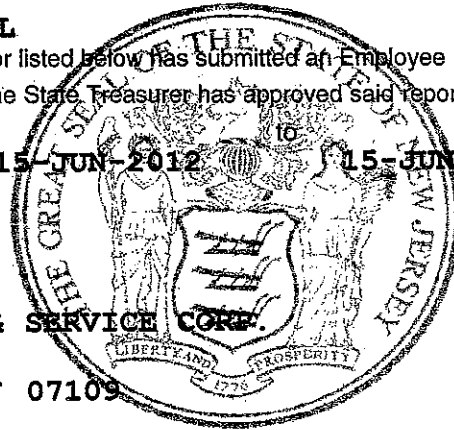
VERIFIED
PC

CERTIFICATE OF EMPLOYEE INFORMATION REPORT**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012**15-JUN-2019**

LOMBARDY DOOR SALES & SERVICE CORP.
734 BELLEVILLE AVE.
BELLEVILLE NJ 07109



[Signature]

Andrew P. Sidamon-Eristoff
State Treasurer

Certificate Number
607301

Registration Date: 03/08/2012
Expiration Date: 03/07/2014



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Lombardy Door Sales & Service Corporation
2012

Responsible Representative(s):

Michael G. Lombardy, President
Michael H. Lombardy, Vice-President
Jeffrey Lombardy, Secretary

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.025
Agenda No. 10.0
Approved: JAN 15 2014
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TURN OUT FIRE AND SAFETY INC FOR THE SUPPLY AND DELIVERY OF SCHOOL CROSSING GUARD UNIFORMS FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF POLICE.

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **The Supply and Delivery of School Crossing Guard Uniforms** for the **Department of Public Safety/Division of Police** pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole responsible bid being that from **Turn Out Fire & Safety Inc., 3468 JFK Blvd, Jersey City, NJ 07307**, in the total bid amount of **Thirty Three Thousand, Eight Hundred Forty Four (\$33,844.80) Dollars and Eighty Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the funds for this purchase are available in **Operating Account # 01-201-25-240-215**

WHEREAS, the sum of **Thirty Three Thousand, Eight Hundred Forty Four (\$33,844.80) Dollars and Eighty Cents**, will be budgeted for the 2014 permanent budget subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in the 2014 permanent budget; and

Department of Public Safety/Division of Police

| Acct # | P.O # | Amount |
|--------------------------|-----------------------|--------------------|
| 01-201-25-240-215 | Temp. Encumb. | \$10,000.00 |
| | Total Contract | \$33,844.80 |

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2014 permanent budget; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TURN OUT FIRE AND SAFETY INC FOR THE SUPPLY AND DELIVERY OF SCHOOL CROSSING GUARD UNIFORMS FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF POLICE.**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Turn Out Fire & Safety** be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractors shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Safety/Division of Police

| | | |
|-------------------|---------------------|-------------|
| Acct # | P.O # <u>112196</u> | Amount |
| 01-201-25-240-215 | Temp. Encumb. | \$10,000.00 |
| | Total Contract | \$33,844.80 |

APPROVED

Peter Folgado, Purchasing Director, QPA

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | 1.15.14 | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | LAVARRO | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | RICHARDSON | ✓ | | |
| LOPEZ | ✓ | | | COLEMAN | ✓ | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TURN OUT FIRE AND SAFETY INC. FOR THE SUPPLY AND DELIVERY OF SCHOOL CROSSING GUARD UNIFORMS FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF POLICE

Initiator

| | | |
|---------------------|-------------------|--------------------|
| Department/Division | PUBLIC SAFETY | POLICE |
| Name/Title | ROBERT BAKER, SR. | FISCAL OFFICER |
| Phone/email | 201-547-4722 | rbakersr@njcps.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

TO SUPPLY UNIFORMS AND GEAR TO SCHOOL TRAFFIC GUARDS PER UNION AGREEMENT.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/7/14
Date

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0164620

PO # 112196

DEPT/DIV: Department of Public Safety
Division of Police

SUBJ: School Crossing Guard Uniforms

GOODS & SERVICES NON BIDS

| | Amending | Emergency | EUS | GSA | Ordinance | Pay to Play | Prof Service | State Contract | Library | Resolution |
|---|----------|-----------|-----|-----|-----------|-------------|--------------|----------------|---------|------------|
| Quote/Proposal/Agreement | | | | | | | | | | |
| EEO/AA Compliance | | | | | | | | | | |
| BRC/Validation | | | | | | | | | | |
| Pay-to-Play, Political Contribution/B.E.D. | | | | | | | | | | |
| Legislative Fact Sheet/ Determination of Value | | | | | | | | | | |

BIDS

| | Good & Services | Construction | RFP's | RFQ'S | Resolution |
|---|--------------------|--------------|-------|-------|------------|
| Proposal Page/Amounts | x | | | | x |
| EEO/AA Compliance | x | | | | |
| BRC/Validation | x | | | | |
| Certification Regarding Suspension/Debarment | x | | | | |
| Legislative Fact Sheet/ Determination of Value | x | | | | |

Notes:

**FOR FURNISHING AND DELIVERING TO THE DEPARTMENT OF POLICE,
CITY OF JERSEY CITY, NEW JERSEY, THE FOLLOWING STRICTLY IN
ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN AND ATTACHED
HERETO: SCHOOL TRAFFIC GUARD UNIFORMS OR APPROVED EQUAL**

To the Municipal Council of Jersey City
COUNCIL MEMBERS:

will contract to

(according to plans and Specifications for the same in the office of PURCHASING for the following prices,
vitz:

Prices to be quoted per unit and extended amount

| Item # | Quantity | Description | Unit Amount | Extended Amount |
|------------------|----------|--|-------------|-----------------|
| 1. | 100 | Winter Coats - Sizes XS to 4XL, must be ANSI 3 compliant, Make-5-11 Model 48033 or equal, Back of coat to lettered in black: JC Traffic Guard JC Traffic Guard emblem to be sewn on left sleeve | \$ 205.74 | \$ 20574.00 |
| 2. | 100 | White Gloves (Sizes: Small, Medium, Large, Extra Large) | \$ 2.00 | \$ 200.00 |
| 3. | 150 | Orange Wool Gloves HI-VIS | \$ 6.50 | \$ 975.00 |
| 4. | 125 | Black Plastic Whistle & Chain Sets | \$ 2.72 | \$ 340.00 |
| 5. | 350 | Uniform Patches (School Traffic Guard) | \$ 1.92 | \$ 672.00 |
| 6. | 10 | Badges Numbered 870-879 | \$ 29.00 | \$ 290.00 |
| 7. | 35 | Mens Uniform Slacks (Navy Blue w/pockets and belt loops), Make - ELBECO - Style E 314 - Male Tex-Trop trouser or equal (specification attached) | \$ 36.00 | \$ 1260.00 |
| 8. | 10 | Mens 8 Point Hat (Make-Sentry w/Blue & White Crown) | \$ 33.00 | \$ 330.00 |
| 9. | 220 | Baseball Caps with JCSTG Logo (Weather Resistant) | \$ 7.29 | \$ 1603.80 |
| 10. | 200 | Ladies Uniform Slacks (Navy Blue w/pockets and belt loops), Make - ELBECO - Style E9314LC - Female Tex - Trop Trouser or equal (specification attached) | \$ 38.00 | \$ 7600.00 |
| TOTAL BID AMOUNT | | | | \$ 33844.80 |

Thirty Three Thousand Eight Hundred Forty Four and Eighty cents
(TOTAL BID AMOUNT IN WRITTEN WORDS)

BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN AND ATTACHED HERETO. VENDOR MUST WRITE BRAND NAMES OR MANUFACTURER IN THE SPACE PROVIDED.

SUCCESSFUL BIDDER IS NOT REQUIRED TO SUBMIT A PERFORMANCE BOND WITH EXECUTED CONTRACT. BID BOND OR CERTIFIED CHECK FOR TEN (10%) PERCENT OF THE TOTAL AMOUNT OF THE BID, BUT NOT IN EXCESS OF \$20,000.00 REMAINS IN EFFECT.

THE CITY OF JERSEY CITY RESERVES THE RIGHT TO MAKE AWARDS ON THE BASIS OF THE TOTAL BID AMOUNT.

All Quotations Must Be Typewritten or Written in Ink. Pencil Quotations Will Automatically Render Bid Informal. This Bid Must Be Accompanied With a Bond or Certified Check for Ten (10%) Percent of The Total Amount of the Bid, but not in excess of \$20,000.00. Bond Must Be From Some Surety Company Authorized to Do Business in the State of New Jersey.

(This Proposal Form Not Transferrable)

CC TURN OUT FIRE & SAFETY

3468 KENNEDY BLVD
JERSEY CITY, NJ 07307
201-963-9312

NAME:

(HANDWRITTEN SIGNATURE)

ADDR:

TURN OUT FIRE & SAFETY

3468 KENNEDY BLVD
JERSEY CITY, NJ 07307
201-963-9312

DATE: 11-14, 2013



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TURN OUT FIRE & SAFETY, INC.

Trade Name:

Address: 3468 KENNEDY BLVD
JERSEY CITY, NJ 07307-4112

Certificate Number: 0101743

Effective Date: October 11, 2001

Date of Issuance: July 30, 2012

For Office Use Only:

20120730101352317

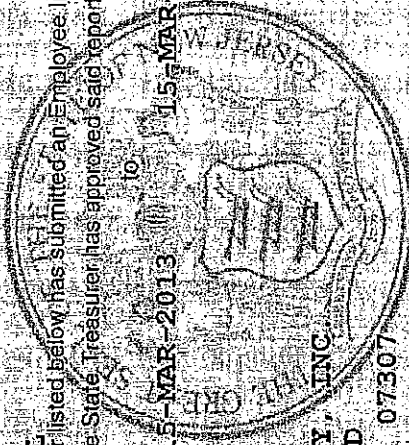
Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 994

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2013 to 15-MAR-2020



TURN OUT FIRE & SAFETY, INC.
3468 KENNEDY BOULEVARD
JERSEY CITY NJ 07307



Andrew P. Sidamon-Eristoff
State Treasurer



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0101743 FOR TURN OUT FIRE & SAFETY, INC. IS VALID.

VERIFIED
PC

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Joseph Chiusolo

Representative's Signature:

[Signature]

Name of Company:

TURN OUT FIRE & SAFETY, INC

Tel. No.:

2019639312

Date:

11/14/13

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Joseph Chusolo of TURN OUT P.T.S. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Joseph Chusolo, President
Representative's Signature: [Signature]
Name of Company: TURN OUT P.T.S.
Tel. No.: 209 639 312 Date: 11/14/13

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____ **TURN OUT FIRE & SAFETY** _____
 Address : _____ 3468 KENNEDY BLVD _____
 _____ JERSEY CITY, NJ 07307 _____
 _____ 201-963-9312 _____
 Telephone No. : _____
 Contact Name : _____

Please check applicable category :

| | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input type="checkbox"/> Neither |

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: **TURN OUT FIRE & SAFETY** _____

3468 KENNEDY BLVD
JERSEY CITY, NJ 07307

Telephone No. : _____ 201-963-9312 _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.026

Agenda No. 10.V

Approved: JAN 15 2014

TITLE:

RESOLUTION AUTHORIZING PAYMENT OF SETTLEMENT OF THE SUIT ENTITLED THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, ET AL. V. OCCIDENTAL CHEMICAL CORPORATION, ET AL., DOCKET NO.: ESX-L-9868-85



COUNCIL

as a whole offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is one of several Third-Party Defendants in litigation entitled The New Jersey Department of Environmental Protection, et al. v. Occidental Chemical Corporation, et al., bearing Docket No.: ESX-L-9868-85 (the "Passaic River Litigation"); and

WHEREAS, the New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Protection and the Administrator of the New Jersey Spill Compensation Fund (collectively "Plaintiffs") offered to settle directly with the Third-Party Defendants in this case; and

WHEREAS, negotiations with the Plaintiff and Third-Party Defendants, including the City of Jersey City, have resulted in preparation of a proposed Consent Judgment and related settlement documents; and

WHEREAS, the Municipal Council of the City of Jersey City, by Resolution 13-189, approved on March 13, 2013 authorized settlement of this litigation in accordance with the terms of the proposed Consent Judgment and related settlement documents reviewed by the Municipal Council in executive session at the meeting of March 11, 2013; and

WHEREAS, the Superior Court of New Jersey, Law Division, the Hon. Sebastian T. Lombardi, J.S.C., approved and entered the Consent Judgment on December 12, 2013; and

WHEREAS, on December 12, 2013 the Court also entered an Order for deposit of the Third-Party settlement funds into the Superior Court Trust Fund pending appeal of the Consent Judgment by the non-settling parties; and

WHEREAS, the Consent Judgment and the settling documents required a payment of the settlement in the amount of Ninety-Five Thousand (\$95,000.00) Dollars within sixty (60) days after the entry of the Consent Judgment.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Jersey City Insurance Fund Commission be and is hereby authorized to issue and deliver a check in the amount of Ninety-Five Thousand (\$95,000.00) Dollars payable to the Superior Court of New Jersey c/o John M. Scagnelli, Esq., liaison counsel, located at Scarinci Hollenbeck, 1100 Valley Brook Valley Brook Avenue, Lyndhurst, N.J. 07071

I, Peter Soriero, hereby certify that the funds for this expenditure are available in the City of Jersey City's Insurance Fund Commission Account.

MD/aw
01/07/13

Peter Soriero, Risk Manager

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING PAYMENT OF SETTLEMENT OF THE SUIT ENTITLED THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, ET AL. V. OCCIDENTAL CHEMICAL CORPORATION, ET AL., DOCKET NO.: ESX-L-9868-85

Initiator

| | | |
|---------------------|-------------------|-------------------------------|
| Department/Division | Law | Law |
| Name/Title | Michael Dougherty | Assistant Corporation Counsel |
| Phone/email | (201) 547-4810 | Mdougherty@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached Resolution authorizes the appropriation of settlement funds in the amount of \$95,000.00 resolving claims arising from pollution of the Passaic River. A prior Resolution, # 13-189, approved on March 13, 2013, authorized settlement of the litigation in accordance with a proposed Consent Judgment and other settlement documents, pending judicial approval and entry of the Consent Judgment. The terms of a confidentiality Order precluded public disclosure of the amount at that time.. The members of the Council were advised of the amount and all the terms of the proposed settlement during Executive Session on March 11, 2013. On December 12, 2013, the Honorable Sebastian P. Lombardi, J.S.C., approved the settlement and entered the Consent Judgment. The Resolution authorizes the appropriation of \$95,000.00, payable to the Superior Court of New Jersey , for deposit into the Superior Court trust fund, until any appeals which may result from the entry of the Consent Judgment are resolved.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

JOHN J. HOFFMAN
 ACTING ATTORNEY GENERAL OF NEW JERSEY
 Richard J. Hughes Justice Complex
 25 Market Street, PO Box 093
 Trenton, New Jersey 08625-0093
 Attorney for Plaintiffs
 By: John F. Dickinson, Jr.
 Att. ID No. 001441982
 Deputy Attorney General
 (609) 984-4863

JACKSON GILMOUR & DOBBS, PC
 3900 Essex Lane, Suite 700
 Houston, Texas 77027
 By: William J. Jackson, Special Counsel
 (713) 355-5000

NEW JERSEY DEPARTMENT OF
 ENVIRONMENTAL PROTECTION,
 THE COMMISSIONER OF THE
 DEPARTMENT OF ENVIRONMENTAL
 PROTECTION and THE
 ADMINISTRATOR OF THE NEW
 JERSEY SPILL COMPENSATION
 FUND,

Plaintiffs,
 v.

OCCIDENTAL CHEMICAL
 CORPORATION, TIERRA
 SOLUTIONS, INC., MAXUS ENERGY
 CORPORATION, MAXUS
 INTERNATIONAL ENERGY
 COMPANY, REPSOL YPF, S.A.,
 YPF, S.A., YPF HOLDINGS, INC., YPF
 INTERNATIONAL S.A. (f/k/a YPF
 INTERNATIONAL LTD.) and
 CLH HOLDINGS,

Defendants.

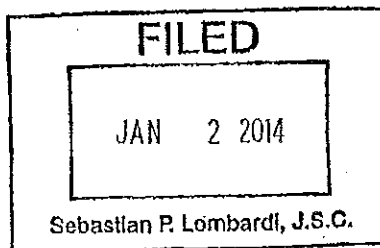
MAXUS ENERGY CORPORATION
 AND TIERRA SOLUTIONS, INC.,

Third-Party Plaintiffs,

v.

3M COMPANY, et al.,

Third-Party Defendants.



GORDON & GORDON
 505 Morris Avenue
 Springfield, New Jersey 07081
 By: Michael Gordon, Special Counsel
 Atty. ID No. 010561980
 (973) 467-2400

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION - ESSEX COUNTY
 DOCKET NO. ESX-L9868-05 (PASR)

Civil Action

**CONSENT ORDER
 FOR DEPOSIT OF THIRD-PARTY
 SETTLEMENT FUNDS INTO THE
 SUPERIOR COURT TRUST FUND**

THIS MATTER, having come before the Court at a hearing in connection with the motions filed pursuant to CMO XVIII in the above referenced matter on December 12, 2013;

WHEREAS ¶20 and Exhibit E of the Third-Party Consent Judgment submitted to the Court for approval on this date require that the Settlement Funds be held in escrow until the conditions for payment set forth in section (11) of Exhibit E have been satisfied;

WHEREAS the sole purpose of the escrow process is to ensure that Settlement Funds are set aside and kept available during the pendency of any appeal of the Consent Judgment;

WHEREAS in order to implement this escrow process, Plaintiffs and the Settling Third-Party Defendants have consented to the payment of these funds into Court;

WHEREAS, the Court having considered the matter, reviewed the submissions of the parties, having heard argument, and for good cause shown, the Court hereby enters the following Order;

IT IS on this 2nd day of January 2014 ~~December 2013~~

ORDERED that pursuant to the terms of the Consent Judgment as set forth in the executed signature pages, each Settling Third-Party Defendant other than the municipalities who have elected to have their payments deducted from State aid, shall have its share of the Settlement Funds paid into court by issuing a check or checks, made payable to the Superior Court of New Jersey, and shall transmit said check or checks to its designated Liaison Counsel in sufficient time so as to ensure the deposit of said check or checks with the Superior Court of New Jersey Trust Fund (the "Fund") pursuant to R. 4:57-1 within the time frames set forth in ¶20 of the Consent Judgment; and it is further

ORDERED that all payments of Settlement Funds deposited in the Fund shall not be considered an asset of Settling Third-Party Defendants and shall not be available to any creditor

of Settling Third-Party Defendants in the event of the bankruptcy, reorganization, insolvency or receivership, or for any other reason; and it is further

ORDERED, that upon the conditions for disbursement of funds as set forth in the Consent Judgment and section (11) of Exhibit E to the Consent Judgment having been satisfied, the withdrawal of the Settlement Funds or any portion thereof shall be by this Court's order, upon notice and motion by Plaintiffs in the event the Consent Judgment is upheld after final appeal, or by Liaison Counsel on behalf of Settling Third-Party Defendants in the event the Consent Judgment is not upheld after final appeal; notice shall be by posting to CT Summation (if CT Summation still serves as the case electronic bulletin board for service at the time of disbursement) and written notice to Liaison Counsel and counsel for all original parties; and it is further

ORDERED that this Consent Order may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Consent Order; and it is further

ORDERED that this Order shall be posted forthwith on CT Summation.



Honorable Sebastian P. Lombardi, J.S.C.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-189

Agenda No. 10.7.12

Approved: MAR 13 2013

TITLE:



**RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION
ENTITLED THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION, ET AL. V. OCCIDENTAL CHEMICAL CORPORATION, ET
AL., DOCKET NO.: ESX-L-9868-05 (PASR) SUBSTANTIALLY IN
ACCORDANCE WITH THE TERMS OF A PROPOSED CONSENT
JUDGMENT AND RELATED DOCUMENTS**

COUNCIL

following Resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City is a Third-Party Defendant in litigation entitled the New Jersey Department of Environmental Protection, et al. v. Occidental Chemical Corporation, et al., Docket No.: ESX-L-9868-05 (PASR) (the Passaic River Litigation); and

WHEREAS, the New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (collectively, "Plaintiffs"), have offered to settle directly with all Third-Party Defendants, including the City of Jersey City; and

WHEREAS, on behalf of the City of Jersey City, counsel executed a Confidentiality Agreement and Memorandum of understanding with Plaintiffs which, among other things, allowed for settlement negotiations between the City of Jersey City and Plaintiffs and for the development of settlement documentation, provided that the negotiations and the documents generated during the course of those negotiations were to remain strictly confidential; and

WHEREAS, negotiations between Plaintiffs and Third-Party Defendants, including the City of Jersey City, have resulted in the preparation of a proposed Consent Judgment and related settlement documentation; and

WHEREAS, the City of Jersey City has reviewed with counsel the proposed Consent Judgment and related settlement documentation which continue to remain strictly confidential in accordance with the Confidentiality Agreement and Memorandum of Understanding executed by counsel on behalf of the City of Jersey City until such time as they are published by Plaintiffs in accordance with the Consent Order on the Approval Process for the Proposed Consent Judgment entered by the Court on January 24, 2013 ("Consent Order"), a copy of which is annexed hereto as Exhibit "A"; and

WHEREAS, the proposed Consent Judgment and related settlement documentation may be subject to change depending on the outcome of the approval process outlined in the Consent Order; and

WHEREAS, the City of Jersey City desires to approve the proposed settlement as reflected in the proposed Consent Judgment and related settlement documentation and allow for the approval process to move forward in accordance with the Consent Order.

NOW, THEREFOR, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. All of the foregoing "Whereas" clauses are incorporated by reference as if set forth at length herein.
2. The City of Jersey City hereby authorizes the settlement of the Passaic River Litigation substantially in accordance with the terms set forth in the proposed Consent Judgment and related settlement documentation reviewed by the City of Jersey City in Executive Session at the meeting of March 11, 2013.

02013043

City Clerk File No. Res. 13-189Agenda No. 10.7.12

TITLE:

3. The City of Jersey City Corporation Counsel and all other appropriate City of Jersey City officials and personnel are authorized to prepare any and all related documents and perform all tasks, which will effectuate the purposes of this Resolution.
4. The appropriation of any and all settlement sums shall be the subject of a subsequent resolution to be adopted by the City of Jersey City after the finalization of the approval process set forth in the Consent Order and in accordance with the proposed Consent Judgment.
5. This Resolution shall take effect immediately and/or as required by law.

SDC/cw
03/04/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

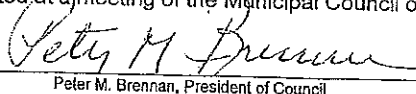
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | LAVARRO | ✓ | | |
| DONNELLY | ABSENT | | | FULOP | ✓ | | | RICHARDSON | ✓ | | |
| LOPEZ | ✓ | | | COLEMAN | ✓ | | | BRENNAN, PRES | ✓ | | |

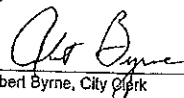
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

March 1, 2013

**THIS DOCUMENT IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE
AND/OR THE ATTORNEY WORK PRODUCT DOCTRINES.
ACCORDINGLY, IT IS NOT SUBJECT TO DISCLOSURE UNDER THE
NEW JERSEY OPEN PUBLIC RECORDS ACT.**

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

**Re: New Jersey Department of Environmental protection, et al. v. Occidental
Chemical Corp., et al.
Settlement \$95,000**

Dear President and Members of the City Council:

We are asking for authority to enter into a proposed Consent Judgment which, if approved by the Court, will result in a dismissal of this lawsuit in exchange for \$95,000.00, payable only after the Consent Judgment is approved by the trial judge and the claims against Jersey City in this lawsuit dismissed.

As explained below, the terms of the proposed settlement are confidential until agreed to by all parties and released for publication, anticipated to take place in early April, 2013.

Summary of the lawsuit

Plaintiffs, New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund ("State"), initiated the Passaic River Litigation on December 13, 2005 by filing a complaint against Occidental Chemical Corporation ("OCC"), Tierra Solutions, Inc. ("Tierra") and Maxus Energy Corporation ("Maxus") pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 through -23.24 (the "Spill Act"), the Water Pollution Control Act, N.J.S.A. 58:10A-1 through -35 ("WPCA"), and New Jersey common law.

The State, in its Complaint, seeks past and future expenses and other damages associated with cleanup and removal costs due to the discharge of Dioxin and other Hazardous Substances from the former Diamond Shamrock property at Lister Avenue, Newark, into the Passaic River.

Defendants Maxus and Tierra ("Third Party Plaintiffs"), successors in interest to Diamond Shamrock, filed a Third Party Complaint alleging that 300 private and public third party defendants, including Jersey City, are also responsible for polluting the river and liable for the costs and damages incurred and to be incurred in remediating contamination and in contribution for any judgment obtained by the State against Maxus and Tierra related to discharges of hazardous substances into the Newark Bay Complex.

Defendants Maxus and Tierra allege that significant blame for the polluted conditions of the Passaic River and Newark Bay resides with cities and public and private entities who through sewers and otherwise, over the course of many years, discharged untreated sewage and other hazardous substances into the waterways affecting the Passaic River. They contend that the City of Jersey City's polluting activities date back to at least 1943, when the Interstate Sanitation Commission identified Jersey City as one of several cities that failed to meet the applicable safety requirements and discharged untreated sewage into the Newark Bay.

In 2007, the State determined that the cleanup and removal cost to be between \$900 million and \$2.3 billion.

Summary of settlement terms

The State has proposed a Consent Judgment with the Third Party Defendants which, if approved by the Court, will effectively extinguish the statutory contribution claims, and dismiss any remaining direct claims brought by the third party plaintiffs in this lawsuit. The proposal requires that each of the private parties pay \$195,000.00, while the public entity third party defendants will each pay \$95,000.00.

The proposed settlement covers all liabilities of the settling Third Party Defendants associated with discharges of hazardous substances resulting in contamination in the Newark Bay Complex regardless of the source of such discharges, whether inside or outside the Newark Bay Complex.

The settlement, if approved by the Court, resolves this lawsuit and does not cover other actions or claims which may be asserted in Federal Court under the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601 et seq. ("CERCLA"). "Other Actions" are defined in the Consent Judgment as claims and actions other than the Passaic River Litigation.

However, any federal claim brought by Maxus and Tierra would be for independent claims for damages, not for a claims brought by the State in this case. Dioxin is the moving force in this case, and that belongs to Maxus and Tierra.

Settlement issues

This proposed settlement is the first of its kind and requires a unique process. First, until sufficient numbers of third party defendants have agreed to accept the settlement, and until it is published for public comment, as required by law, the terms of the settlement are, by prior agreement and court order, confidential and may not be disclosed.

All public Third Party Defendants, including the City of Jersey City, have until March 23, 2013 to advise the Court whether they approve the Consent Judgment and the State's settlement. 75% of the private Third Party Defendants and 50% of the public Third Party Defendants have to accept the settlement.

If sufficient parties agree to the settlement, the State will publish the Consent Judgment and provide public notice of the settlement in the New Jersey Register. There will be a sixty day public comment period on the settlement. After the close of the public comment period, the State and the settling Third Party Defendants will file motions for approval of the Consent Judgment and the Court will schedule a hearing on those motions and on the fairness of the proposed Consent judgment.

It is in the mutual interest of the State and the third party defendants dismiss the third party claims. The defendants will surely object, and the Court will have to approve the Consent Judgment in order for it to be effective.

Only after the process, including the fairness hearing and approval by the trial court is accomplished, will the settlement funds be payable. This is to insure that the case against the settling third party defendants is, in fact, dismissed.

Pursuant to Sebastian J. Lombardi, J.S.C.'s Consent Order on the Approval Process of the Consent Judgment, the Consent Judgment is Confidential.

For the Third Party Defendants who choose not to accept the State's settlement, discovery will resume on March 23, 2013.

Summary of litigation risks/ Recommendation

The State proposed settlement negotiations shortly after Defendants Maxus and Tierra filed their Third Party Complaint. Thereafter, the parties obtained a stay of discovery pending the negotiations. So far, the City of Jersey City has not had to engage in costly discovery. However, if this matter is not settled, the costs of defense and the allocation of time and resources will far exceed the amount of the settlement.

If this matter is litigated, discovery will require the City to compile, analyze, catalogue and produce records and documents concerning wastewater discharge long pre-dating the MUA.

With the number of parties, the cost of depositions and transcripts alone will be measured in the 10's of thousands of dollars. The cost of experts can be expected to approach or exceed the amount of the settlement. Furthermore, the complexity of this matter will require the services of outside counsel which will cost a minimum of hundreds of thousands of dollars.

Those parties who have retained private counsel have already spent more on attorney fees and costs than the proposed settlement will cost. Also, the possibility of an adverse verdict and potential monetary exposure measured in the several millions of dollars must be taken into consideration. If the case is not settled, Jersey City will be litigating a complex matter involving novel matters of law and pollution claims that date back to the 1940s and continue through the 1990s.

Accordingly, it is in the best interest of the City to settle this case for \$95,000 and take part in the settlement process as outlined above.

Attached is a proposed Resolution authorizing the Corporation Counsel to execute the Consent Judgment and participate in the settlement.

Of necessity, the terms, specifically including the settlement amount are to remain confidential until the Consent Judgment is released for publication in early April, 2013.

Very truly yours,

**WILLIAM MATSIKODIS
CORPORATION COUNSEL**

c: John Kelly, Business Administrator
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.027
Agenda No. 10.W
Approved: JAN 15 2014
TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN FOR THE IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, Resolution No.12-885 approved on December 19, 2012 awarded a professional engineering services contract to Dresdner Robin Environmental Management, Inc. (Dresdner Robin), in the amount of One Hundred Twenty One Thousand, Five Hundred Dollars and Zero Cents (\$121,500.00) to implement the Operation and Maintenance Plan (O&M Plan) for the PJP Landfill Site, Project No. 10-018; and

WHEREAS, the term of the contract is ten (10) months and expires in November, 2013; and

WHEREAS, the City continues to need the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site; and

WHEREAS, in response to the City's request for a proposal, Dresdner Robin submitted the attached proposal dated September 4, 2013 to provide the City with additional environmental and engineering service for an amount not to exceed Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75); and

WHEREAS, funding in the amount of Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75) is available for this expenditure from:

| | | | |
|--------------------------------------|------------------------------|----------------------|----------------------|
| Account No. <u>04-226-55-000-041</u> | Requisition # <u>0164212</u> | P.O. # <u>111848</u> | Amount: \$ 35,582.00 |
| Account No. <u>04-226-55-000-037</u> | Requisition # <u>0164213</u> | P.O. # <u>111849</u> | Amount: \$295,615.75 |

Total \$331,197.75

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with Dresdner Robin authorized by Resolution No. 12-885 is amended to extend the contract term for an additional Twelve (12) months with a final completion date of October 31, 2014 and to increase the total contract amount by an additional Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75).
2. All other terms, conditions, rights and liabilities of the parties as set forth in the professional services agreement with Dresdner Robin awarded on December 19, 2012 shall remain in full force and effect.

City Clerk File No. Res. 14.027
 Agenda No. 10.W JAN 15 2014

TITLE:

**RESOLUTION AUTHORIZING AN AMENDMENT TO A
 CONTRACT WITH DRESDNER ROBIN FOR THE
 IMPLEMENTATION OF OPERATION AND MAINTENANCE
 PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT
 NO. 10-018, FOR THE DEPARTMENT OF PUBLIC WORKS,
 DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND
 TRANSPORTATION**

3. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of its adoption.

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Account No. 04-226-55-000-041 Requisition # 0164212 P.O. # 111848 Amount: \$ 35,582.00
 Account No. 04-226-55-000-037 Requisition # 0164213 P.O. # 111849 Amount: \$295,615.75

Total \$331,197.75

Approved: Shyue Cheng (Stanley) Huang
 Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

APPROVED: [Signature] 1/15/14

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
 Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 5-4

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | | ✓ | | RIVERA | | ✓ | |
| RAMCHAL | ✓ | | | OSBORNE | | ✓ | | WATTERMAN | ✓ | | |
| BOGGIANO | | ✓ | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing an amendment to a contract with Dresdner Robin for the implementation of operation and maintenance plan (O & M plan) at the PJP landfill site, project No. 10-018 , for the Department of Public Works / Division of Architecture, Engineering, Traffic and Transportation.

Project Manager

| | | |
|---------------------|-------------------------------|---|
| Department/Division | DPW | Architecture, Engineering, Traffic and Transportation |
| Name/Title | Stanley Huang or Lichuan Wang | Municipal Engineer / Prin Eng. |
| Phone/email | 201-547-5965 or 5072 | Stanley@jcnj.org or Lichuan@jcnj.org |
| | | |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

This contract is necessary for the implementation of the O&M Plan which is required by NJDEP and is part of the environmental services associated with the transition of the PJP Landfill site to the City of Jersey City.

Cost (Identify all sources and amounts)

General Capital Accounts
04-226-55-000-041 (\$35,582.00)
04-226-55-000-037 (\$295,615.75)

Contract term (include all proposed renewals)

This contract is for one year. This site is under mandatory monitoring until approval from the USEPA and NJDEP.

Type of award Professional Services

If "Other Exception", enter type Amendment

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1-2-14
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : December 17, 2013

TO : Rolando L. Lavarro Jr., Council President and Council Members

FROM : Stanley S.C. Huang, Municipal Engineer
Brian Weller, Director, Division of Architecture & Engineering

SUBJECT : Continued Implementation of O&M Plan - PJP Landfill
Jersey City Project No. 10-018 and approved Reso 12-885 on
Dec. 19, 2012 for \$121,500.00

The City of Jersey City (CITY) has assumed the ownership of the PJP Landfill from Waste Management, Inc. (WMI) and also assumed the operation and maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan), which was approved by DEP on September 12, 2012.

Therefore, the CITY requires the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site. Under the City's request, both Dresdner Robin(DR) and Malcolm Pirnie(MP) submitted their proposals. DR's proposal dated September 4, 2013 provides 6 quarters of services with the amount of \$331,197.75. MP's proposal dated October 16, 2013 provides 4 quarters of services with the amount of \$231,000.00. If converting the DR's service to the same amount of MP' service (4 quarters services), the DR's cost would be in the amount of \$175,061.00.

The DR's proposal with the amount of \$331,197.75 also includes other services that are not included in the MP's proposal, such as LSRP service, skyway park coordination, etc.

Based on the above analysis, DR is selected to be the contractor to provide professional environmental services for this project for the period from November, 2013 to October 31, 2014.

Shyue-Cheng Huang 12/27/13
Shyue Cheng (Stanley) Huang

Municipal Engineer

Brian Weller

Director, Div. of Architecture & Engineering

c: Michael Razzoli, Director, Department of Public Works

RESOLUTION FACT SHEET

1. Full Title of Resolution Agreement:

Resolution authorizing an amendment to a contract with Dresdner Robin for the implementation of operation and maintenance plan (O&M plan) at the PJP landfill site, project No. 10-018, for the Department of Public Works, Division of Architecture, Engineering, Traffic and Transportation

2. Name and Title of Person Initiating the Resolution:

Lichuan Wang, P.E.

3. Concise Description of the Program, Project or Plan Proposed in the Resolution:

The term of the existing contract is ten (10) months and expires in November, 2013. The City continues to need the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site. The contract needs to be amended to extend the contract term Twelve (12) months and to increase the total contract amount by an additional Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75).

4. Reasons (Need) for the Proposed Program, project, etc:

The implementation of the O&M Plan is required by NJDEP and is part of the environmental services associated with the transition of the PJP Landfill Site to the City of Jersey City (City).

5. Anticipated Benefits to the Community:

The implementation of this program will comply with NJDEP requirements and promote the development of a park at this location.

6. Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):

Total Base Contract Amount to hire a consultant to implement the O&M Plan: \$331,197.75

Funding Source

Amount

Account No. 04-226-55-000-041

\$ 35,582.00

Account No. 04-226-55-000-037

\$295,615.75

Total: \$331,197.75

7. Date Proposed Program or Project will Commence:

November 1, 2013

8. Anticipated Completion Date:

October 31, 2014

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Lichuan Wang, P.E.

NAME

201-547- 5072

TELEPHONE

EVENING

Lichuan Wang

From: Raymond Reddington
Sent: Monday, November 18, 2013 10:08 AM
To: Lichuan Wang
Subject: RE: Amendment Resolution for PJP Landfill Site

Looks okay.

From: Lichuan Wang
Sent: Monday, November 18, 2013 10:01 AM
To: Raymond Reddington
Subject: RE: Amendment Resolution for PJP Landfill Site

Thanks. Please see the revised reso.

Lichuan Wang, P.E.
Principal Engineer
Div. of Engineering
City of Jersey City
T: 201-547-5072

From: Raymond Reddington
Sent: Monday, November 18, 2013 9:20 AM
To: Lichuan Wang
Subject: RE: Amendment Resolution for PJP Landfill Site

Please see attached copy of draft no. 2 of resolution for changes. The form of the amended contract is okay.

From: Lichuan Wang
Sent: Friday, November 15, 2013 3:07 PM
To: Raymond Reddington
Subject: RE: Amendment Resolution for PJP Landfill Site

Ray:

Thanks for your review. Attached is the revised version. Please review and approve.

Thanks.

Lichuan Wang, P.E.
Principal Engineer
Div. of Engineering
City of Jersey City
T: 201-547-5072

From: Raymond Reddington
Sent: Friday, November 15, 2013 9:17 AM
To: Lichuan Wang
Subject: RE: Amendment Resolution for PJP Landfill Site

Please see attached copies of draft no. 1 of resolution and contract for changes.

April 5, 2012


Attn: Peter Folgado
Director of Purchasing
Dept. of Administration, Division of Purchasing
1 Journal Square Plaza; 2nd Floor
Jersey City, NJ 07306

Dear Mr. Folgado;

The undersigned has reviewed the Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Jersey City (City), dated April 5, 2012, in connection with the City's need for General Civil Engineering Services.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of Dresdner Robin Environmental Management, Inc., DBA "Dresdner Robin".

Sincerely,


Fred Worstell, President

DRESDNER ROBIN

4/5/2012
Date


Tony Ianuale, Chief Financial Officer

DRESDNER ROBIN

4/5/2012
Date

DRESDNER ROBIN

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

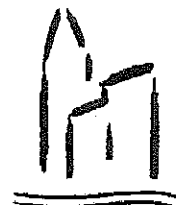
371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
201.217.9607 FAX

603 Mattison Ave
Suite 201
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

7 Doig Rd
Suite 1
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



CITY OF JERSEY CITY, NJ

DEPARTMENT: Public Works

PURPOSE: General Civil Engineering Services

REQUEST FOR QUALIFICATIONS

DIVISION: Engineering, Traffic & Transportation

DUE DATE: April 5, 2012

SECTION 7: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your Qualification Statement to facilitate the City's review.

CITY OF JERSEY CITY

PROJECT: General Civil Engineering Services, April 2012 – April 2014

RESPONDENT: DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC.

RESPONDENT'S CHECKLIST

| Item | Respondent Initials | Administration Review |
|--|------------------------|--------------------------|
| A. Letter of Qualification | <i>fw</i> | |
| B. Non-Collusion Affidavit properly notarized | <i>fw</i> | |
| C. Public Disclosure Statement | <i>fw</i> | |
| D. Mandatory Affirmative Action Language | <i>fw</i> | |
| E. Americans with Disabilities Act | <i>fw</i> | |
| F. MWBE Questionnaire | <i>fw</i> | |
| G. Affirmative Action Compliance Notice | <i>fw</i> | |
| H. Employee Information Report | <i>fw</i> | |
| I. Business Registration Certificate | <i>fw</i> | |
| J. Letter of intent | <i>fw</i> | |
| K. Original signature(s) on all required forms. | <i>fw</i> | |
| L. Public Works Contractor Registration | N/A | |
| M. NJDCA Engineering Firm Registration | <i>fw</i> | |
| O. Ordinance 08-128 Vendor Affirmation & Signature | <i>fw</i> | |

NON-COLLUSION AFFIDAVIT
STATE OF NEW
JERSEY CITY OF
JERSEY CITY

Re: General Civil Engineering Services; 4/5/2012

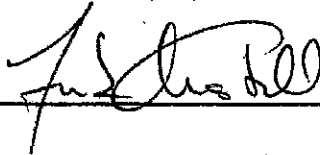
I certify that I am President

of the firm Dresdner Robin Environmental Management, Inc.

the vendor submitting the Qualification Statement for the above named project, and that I executed the said qualification statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25).

(Signature of
respondent)



SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

April 5th OF 2012

Judith Lugo
NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2013

JUDITH LUGO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/17/2013

Requisition #

0164212

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

111848

Requisition

Vendor
DRESDNER ROBIN & ASSOCIATES
371 WARREN STREET
P.O. BOX 38
JERSEY CITY NJ 07302
DR165740

Dept. Bill To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Contact Info
Stanley Huang, Mun Eng
2015475900

| Quantity | UOM | Description | Account | Unit Price | Total |
|----------|-----|---|-------------------|------------|-----------|
| 1.00 | EA | PJP LANDFILL IMPLEMENTATION OF OPERATIN AND MAINTENANCE PLAN AT THE PJP LANDFILL SITE PROJECT # 10-018 | 04-226-55-000-041 | 35,582.00 | 35,582.00 |

TOTAL AMOUNT OF PROJECT = \$331,197.75

AMOUNT ON THIS REQUISITION = \$35,582.00

REMAINING BALANCE OF \$295,615.75 WILL BE ON
ANOTHER PURCHASE ORDER

Requisition Total 35,582.00

Req. Date: 11/18/2013

Requested By: AUDREY

Buyer Id:

Approved By:

Stanley Huang
11/18/13

This Is Not A Purchase Order

Requisition #

0164213

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

111849.

Requisition

Vendor
DRESDNER ROBIN & ASSOCIATES
371 WARREN STREET
P.O. BOX 38
JERSEY CITY NJ 07302
DR165740

Dept. Bill To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Contact Info
Stanley Huang, Mun Eng
2015475900

| Quantity | UOM | Description | Account | Unit Price | Total |
|----------|-----|--------------|-------------------|------------|------------|
| 1.00 | EA | PJP LANDFILL | 04-226-55-000-037 | 295,615.75 | 295,615.75 |

IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN
AT THE PJP LANDFILL SITE

PROJECT # 10-018

TOTAL AMOUNT OF PROJECT = \$331,197.75

AMOUNT ON THIS REQ = \$295,615.75

AMOUNT ON REQ # 0164212 = \$35,582.00

Requisition Total 295,615.75

Req. Date: 11/18/2013

Requested By: AUDREY

Buyer Id:

Approved By:

Stanley Huang

11/18/13.

This Is Not A Purchase Order

September 4, 2013

Mr. Brian Weller, LLA, ASLA, Director
Chief Landscape Architect
City of Jersey City
575 Rt. 440
Jersey City, NJ 07305

**Re: Proposal for Environmental Services 2013/2014
Continued Implementation of O&M Plan – PJP Landfill
Jersey City, Hudson County, New Jersey
Proposal No. 2013-07-15**

Dear Mr. Weller:

Dresdner Robin is pleased to present the City of Jersey City with this proposal for continued environmental services at the PJP Landfill Site (Site). This proposal includes costs to continue implementation of the Operation and Maintenance Plan (O&M Plan) for the final two quarters of 2013 and all four quarters of 2014.

This proposal also includes cost for the costs for sediment sampling, continued monitoring of the DNAPL identified in MW-12S and the submission of an updated Classification Exception Area (CEA); activities recently requested by the United States Environmental Protection Agency (USEPA) and New Jersey Department of Environmental Protection (NJDEP) respectively. Please note, although sediment sampling has been added to the monitoring program, the cost per sampling event when compared to the 2012/2013 cost estimate are approximately the same. The labor cost was reduced due to familiarity with the Site.

The work scope included in this proposal is either required through prior agreement with the City by the NJDEP or USEPA and any task that is contingent is identified as such.

All LSRP services required for the PJP Landfill Site are captured in this proposal.

PROPOSED SCOPE OF WORK

Task 1 – September 2013 3rd Quarter Sampling

Dresdner Robin will continue to conduct the environmental monitoring at the Site. The environmental monitoring includes, groundwater sampling, surface water sampling, sediment sampling, and passive gas vent sampling. Six (6) monitoring

**DRESDNER
ROBIN**

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

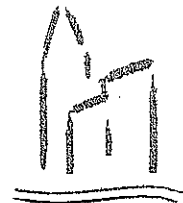
371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
201.217.9607 FAX

603 Mattison Ave
Suite 201
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

7 Doig Rd
Suite 1
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



wells, five (5) designated surface water locations, and five (5) designated sediment locations will be sampled and the samples (plus QA/QC samples) will be analyzed for the parameters outlined in the O&M Plan. The eight (8) passive gas vents will be monitored and one sample will be collected from three (3) selected vents. The selection of these vents will be based upon airflow and/or readings from the landfill gas meter. The air samples will be analyzed for the parameters outlined in the O&M Plan. All sampling procedures outlined in the O&M Plan will be followed.

Please note, a total of 14 passive gas vents were installed on the PJP Landfill Site. However, in 2012 the NJDEP issued an approval to decommission six (6) of the passive gas vents. The remaining eight (8) passive gas vents are currently part of the required air monitoring program.

Task 2 – 2013 December 4th Quarter Sampling

Dresdner Robin will continue to conduct the environmental monitoring at the Site. The environmental monitoring includes, groundwater sampling, surface water sampling, sediment sampling, and passive gas vent sampling. Six (6) monitoring wells, five (5) designated surface water locations, and five (5) designated sediment locations will be sampled and the samples (plus QA/QC samples) will be analyzed for the parameters outlined in the O&M Plan. The eight (8) passive gas vents will be monitored and one sample will be collected from three (3) selected vents. The selection of these vents will be based upon airflow and/or readings from the landfill gas meter. The air samples will be analyzed for the parameters outlined in the O&M Plan. All sampling procedures outlined in the O&M Plan will be followed.

Task 3 – Annual O&M Report

This task includes costs to prepare the 2013 Annual Monitoring Report as required by the O&M Plan. This report will include the findings of the groundwater sampling, surface water sampling, sediment sampling, passive gas vent monitoring, and the monthly site inspections.

Task 4,5,6,7 – Quarterly Sampling for 2014 and 2014 Annual Monitoring Report

Dresdner Robin will continue to conduct the environmental monitoring at the Site. The environmental monitoring includes, groundwater sampling, surface water sampling, sediment sampling, and passive gas vent sampling. This task includes costs for four quarters (March, June, September, and December 2014) of such monitoring. Six (6) monitoring wells, five (5) designated surface water locations, and five (5) designated sediment locations will be sampled in each event and the samples (plus QA/QC samples) will be analyzed for the parameters outlined in the O&M Plan. The eight (8) passive gas vents will be monitored and one sample will be collected from three (3) selected vents. The selection of these vents will be based upon airflow and/or readings from the landfill gas meter. The air samples will be analyzed for the parameters outlined in the O&M Plan. All sampling procedures outlined in the O&M Plan will be followed.

In addition, this task includes costs to prepare the 2014 Annual Monitoring Report as required by the O&M Plan. This report will include the findings of the groundwater sampling, surface water sampling, sediment sampling, passive gas vent monitoring, and the monthly site inspections.

Task 8 – Monthly Dense Non Aqueous Phase Liquid (DNAPL) Recovery

As summarized in the 2012 Annual Monitoring Report, DNAPL was identified in MW-12S. As outlined in the report, Dresdner Robin will conduct monthly recovery at the well. This task includes eighteen months of such monitoring. Monitoring well MW-12S will be gauged and pumped once per month if DNAPL continues to accumulate. The DNAPL and groundwater recovered will be stored in 55 gallon steel drums. This task also includes costs to dispose of (4) four drums at a licensed facility authorized to accept such material.

Task 9 – Skyway Park Coordination

This task includes costs for Dresdner Robin to participate in meetings, conference calls, or any other activities related to the Skyway Park.

Task 10 – Site Inspections

As previously identified, monthly inspection of the landfill cap must be completed. This task includes costs for Dresdner Robin to conduct one monthly inspection of the Site for six quarters (i.e., eighteen inspections). The inspection will identify areas that require repair or identify areas where the cap may need restoration.

This task can be removed from this proposal if the City chooses to conduct the inspections themselves. Dresdner Robin can outline the requirements of each inspection for the City to follow.

Task 11 – Landfill Corrective Measures

This task is a contingency task and includes costs should any corrective measures need to be completed at the landfill. Such measures could include reinstalling stream gauges, fixing monitoring well casing, or replacing lock/fences/etc.

Task 12 – Updated CEA

This task includes costs to revise the CEA established at the Site on April 26, 2001 and revised on July 29, 2008. In the NJDEP letter dated May 18, 2012, the NJDEP requested an evaluation be completed to determine if the revised CEA needed to be updated. In the May 30, 2013, letter

to the NJDEP, it was determined an additional six (6) rounds of groundwater sampling was required prior to revising CEA. Therefore, following the December 2014 sampling event, an updated CEA will be completed and submitted to the NJDEP.

Task 13 - VI Investigation

This task includes costs to address the potential for vapor intrusion risks to the Hartz Facility. The NJDEP requested a VI assessment be conducted. To date (following the June 2013 Sampling Event) a VI investigation is not required. However, costs are included in this proposal should a VI investigation be required.

Task 14 - Project Management

Dresdner Robin has allotted time for project management and coordination and liaison between the City of Jersey City and any governing agencies (i.e., NJDEP, USEPA).

Task 15 - LSRP Program Management

Dresdner Robin has allotted time for LSRP program management and compliance with NJDEP requirements.

Schedule

In order for the City of Jersey City to remain in compliance with the requirements of the NJDEP, the 3rd Quarter 2013 Environmental Monitoring must be completed in September 2013

Cost

Dresdner Robin will perform the scope of work for an estimated cost of \$331,197.75. The cost breakdown by task is as follows:

| | |
|--|------------------------|
| Task 1 - 2013 3 rd Quarter Sampling | \$35,299.50 |
| Task 2 - 2013 4 th Quarter Sampling | \$35,299.50 |
| Task 3 - 2013 Annual O&M Report | \$7,864.00 |
| Task 4,5,6,7 - Quarterly Sampling for 2014 and 2014 Annual Monitoring Report | \$149,062.00 |
| Task 8 - Monthly DNAPL Recovery (18 months) | \$38,998.00 |
| Task 9 - Skyway Park Coordination | \$8,536.00 |
| Task 10 - Site Inspections (contingent) | \$10,700.00 |
| Task 11 - Landfill Corrective Measures (Allowance) | \$7,500.00 |
| Task 12 - Updated CEA | \$4,584.00 |
| Task 13 - VI Investigation (if necessary) | \$8,262.75 |
| Task 14 - Project Management | \$10,880.00 |
| Task 15 - LSRP Program Management | \$10,060.00 |

All work will be invoiced on a time and materials basis in accordance with Dresdner Robin's 2013 Fee Schedule (attached) and Standard Terms and Conditions of our December 2012 contract, and will be considered an extension of that contract. To engage our services Dresdner Robin requires signature in space below, initials on each page of the Fee schedule and Standard Terms and Conditions and a retainer of \$0.00.

We look forward to working with you on this project. If you have any questions or need additional information regarding the information presented herein, please do not hesitate to call me at (856) 488-6200, ext. 102.

Sincerely,
Dresdner Robin

Geoffrey Forrest

Geoffrey Forrest, LSRP
Director

cc:
Chrono
Proposal File 2013-07-15

On behalf of City of Jersey City, I hereby authorize Dresdner Robin to proceed in accordance with the above reference proposal 2013-07-15.

Signature:

Name of Authorized Person (printed):

Entity (if applicable):

Date:

10. Additional Comments:

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.

Shyue-Cheng Huang
Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

11/18/13
Date

Brian Weller
Brian Weller, Director,
Div. of Architecture, Engineering, Traffic & Transportation

11-18-13
Date

Michael Razzoli
Michael Razzoli, Director, DPW

Date

FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH DRESDNER ROBIN FOR THE IMPLEMENTATION OF THE OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

WHEREAS, the City of Jersey City (City) governing body approved Resolution No. 12-885 on December 19, 2012 awarding a Professional Engineering services contract to Dresdner Robin Environmental Management, Inc. (Dresdner Robin), in the amount of One Hundred Twenty One Thousand, Five Hundred Dollars and Zero Cents (\$121,500.00) to implement the Operation and Maintenance Plan (O&M Plan) for the PJP Landfill Site, Project No. 10-018; and

WHEREAS the term of the contract is ten (10) months; and

WHEREAS the City continues to need the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site; and

WHEREAS, Dresdner Robin submitted a proposal dated September 4, 2013 to provide the City with additional environmental and engineering service for an amount not to exceed Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75); and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with Dresdner Robin authorized by Resolution No. 12-885 approved on December 19, 2012 is amended to increase the sum by the amount of \$331,197.75 for the services requested by the City and to be performed by Dresdner Robin in connection with the O&M Plan at the PJP Landfill Site, Project No. 10-018.

2. The contract with Dresdner Robin is amended to include the additional services related to the O&M Plan at the PJP Landfill Site described in Dresdner Robin's proposal dated September 4, 2013 which is attached hereto as Exhibit A and incorporated herein by reference, for an amount not to exceed the sum of \$331,197.75.
3. The term of the contract is extended for an additional twelve (12) months.
4. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with Dresdner Robin dated October 17, 2013 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Dresdner Robin by an authorized representative, have executed this First Amendment to the Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Business Administrator

ATTEST:

DRESDNER ROBIN

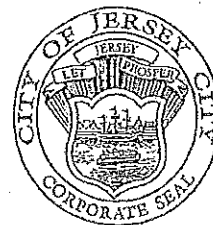
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 12-885

Agenda No. 10.Z.24

Approved: DEC 19 2012

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. (DRESDNER ROBIN), FOR THE IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) has assumed the ownership of the PJP Landfill from Waste Management, Inc. (WMI) and will also assume the operation and maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan). WMI has provided the City with funding in an escrow account to defray the costs of the City's O&M responsibilities for this project; and

WHEREAS, the City requires the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site, Project No. 10-018; and

WHEREAS, in response to the City's request for a Proposal, Dresdner Robin Environmental Management, Inc. (Dresdner Robin) submitted the attached proposal dated September 13, 2012 in the amount of One Hundred Twenty One Thousand, Five Hundred Dollars and Zero Cents (\$121,500.00); and

WHEREAS, Dresdner Robin submitted a Qualification Statement in response to the City's 2012 RFQ; and

WHEREAS, Dresdner Robin is a pre-qualified environmental and engineering firm that provides environmental and civil engineering services for projects, such as the Implementation of Operation & Maintenance Plan for the PJP Landfill Site, and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in April 2012, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, the total contract amount for professional environmental and engineering services for the Implementation of the O&M Plan for the PJP Landfill Site, Project No. 10-018, shall be for a sum not to exceed One Hundred Twenty One Thousand, Five Hundred Dollars and Zero Cents (\$121,500.00); and

WHEREAS, a temporary encumbrance in the amount of \$80,000 is available in account# 04-226-55-000-041;

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and Dresdner Robin has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

12-19-2012 PM 8:07
RECEIVED

City Clerk File No. Res. 12-885
 Agenda No. 10.2.24 DEC 19 2012

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. (DRESDNER ROBIN), FOR THE IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE RJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Dresdner Robin, to provide environmental and engineering services for a total contract amount not to exceed \$121,500.00.
2. The term of the contract shall be ten (10) months with a final completion date of October 2013.
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i).
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.
6. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2012, shall be subject to the availability and appropriation of sufficient funds in 2013.

I hereby certify that funds in the amount of \$80,000 are available in Account# 04-226-55-000-041 for payment of this resolution. PO# 108651 *Ronda Mann*

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | LAVARRO | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | RICHARDSON | ✓ | | |
| LOPEZ | ✓ | | | COLEMAN | ✓ | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET

1. Full Title of Resolution Agreement:

Resolution authorizing the award of a professional environmental and engineering services contract to Dresdner Robin for The Implementation of the Operation and Maintenance Plan (O&M Plan) at the PJP Landfill Site, Project No. 10-018, for the Department of Public Works, Division of Engineering, Traffic and Transportation

2. Name and Title of Person Initiating the Resolution:

Chuck F. Lee P.E., City Engineer

3. Concise Description of the Program, Project or Plan Proposed in the Resolution:

The City of Jersey City (City) has assumed the ownership of PJP Landfill from WMI and will also assume the Operation and Maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan). WMI has provided the City with funding in an escrow account to defray the costs of the City's O&M responsibilities for this project for the Department of Public Works, Division of Engineering, Traffic and Transportation. This resolution allows the hiring of a consultant to perform the O&M Plan for the project.

4. Reasons (Need) for the Proposed Program, project, etc:

The implementation of the O&M Plan is required by NJDEP and is part of the environmental services associated with the transition of the PJP Landfill Site to the City of Jersey City (City).

5. Anticipated Benefits to the Community:

The implementation of this program will comply with NJDEP requirements and promote the development of a park at this location.

6. Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):

Total Base Contract Amount to hire a consultant to implement the O&M Plan. \$121,500.00

Funding Source

Amount

Account # _____

\$121,500.00

7. Date Proposed Program or Project will Commence:

Design to start upon approval of the resolution.

8. Anticipated Completion Date:

Project to be completed by fall 2013.

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Chuck F. Lee, P.E.

NAME

201-547-4413

TELEPHONE

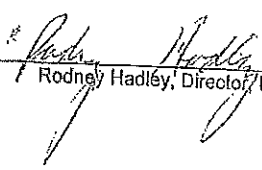
EVENING

10. Additional Comments:

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.


Chuck F. Lee, P.E. Municipal Engineer

n/a/n/a
Date


Rodney Hadley, Director DPW

12/12/12
Date



Brian F. Weller, L.L.A., A.S.L.A
Chief Landscape Architect/Director of Division of Architect and Engineering
City of Jersey City
Division of Architecture
575 Route 440, 2nd Floor
Jersey City, New Jersey 07305

ARCADIS U.S., Inc.
17-17 Route 208 North
Fair Lawn
New Jersey 07410
Tel 201 797 7400
Fax 201 797 4399
www.arcadis-us.com

WATER

Subject:
Operation and Maintenance Services at the PJP Site
Proposal for Environmental Engineering Services

Dear Mr. Weller:

Date:
October 16, 2013

Malcolm Pirnie, the Water Division of ACRADIS, US, Inc. (ARCADIS/Malcolm Pirnie), is pleased to provide this proposal to assist the City of Jersey City (City) perform environmental services associated with certain aspects of the approved Operations and Maintenance (O&M) Plan at the PJP Landfill Site (Site). The O&M services includes groundwater, surface water and air monitoring for four quarters, coordinating with and training DPW personnel to conduct up to six cap inspections, and preparing one annual report.

Contact:
Gerard Spiesbach

Phone:
201-398-4379

Email:
Gerry.Spiesbach@arcadis-us.com

Upon completion of the remedial construction of the PJP Landfill by Waste Management, Inc. (WMI) and after transferring of the property to the City, the City took ownership of PJP Landfill and commenced with the O&M responsibilities required to stay in compliance with the O&M Plan. The O&M responsibilities are outlined in the New Jersey Department of Environmental Protection's (NJDEP) approved O&M Plan, dated September 12, 2012. WMI has provided the City with funding in an escrow account to defray the costs of the City's O&M responsibilities. In addition to the monitoring specified in the O&M Plan, the NJDEP has imposed additional requirements on the City, specifically quarterly sediment sampling, free product monitoring and a preliminary vapor intrusion analysis. These additional requirements have been included in this proposal.

Our ref:
66000261.0011

This proposal outlines services that we will provide and coordinate with the City as well as services that the City will have to perform to maintain compliance with the plan. The services are as follows:

- 2013/4 Groundwater Monitoring: We will conduct quarterly groundwater sampling from the six monitoring wells and up to an additional seven quality control and quality assurance samples as per the approved O&M Plan. We have assumed the City has conducted the first three quarterly samples in 2013 and our sampling will include the next four quarters starting from Q4 of 2013. Each well will be

Imagine the result

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analyzed for Target Compound List (TCL) Volatiles Organic Compounds (VOCs), TCL Semi-VOCs, Target Analyte List (TAL) Metals (unfiltered), and total suspended solids. At the end of the year, an annual monitoring report will be prepared and submitted to the NJDEP that summarizes the quarterly results as per the O&M Plan.

Please note that NJDEP correspondence dated August 28, 2013 indicated that the groundwater Classification Exception Area (CEA) and Well Restriction Area (WRA) should have been performed after the first rounds of groundwater sampling in 2012/13 and it has not been performed by the City. Since this requirement is associated with prior sampling data, it is assumed that the City's previous consultant will perform this activity. Should the City require us to perform this task utilizing the 2013/14 data, we will provide a separate proposal for this activity.

- MW-12S: Based on the December 2013 groundwater quarterly sampling submitted to the NJDEP, free product was identified in Monitoring Well 12-S (MW-12S). In response to the free product, the NJDEP has requested the City to monitor the free phase product and pump the product from the well into a drum. The NJDEP has indicated that this activity to continue on a monthly basis. We have budgeted up to 12 site visits to be performed on a monthly monitoring basis to monitor free phase product and pump out of any product into existing 55-gallon drums. We have assumed that the drum will be maintained onsite and eventually disposed of by the City. The results will be incorporated into the annual monitoring report.
- Preliminary Vapor Intrusion Analysis: As per August 28, 2013 correspondence from NJDEP, preliminary vapor intrusion analysis (VIA) is required to be performed after two rounds of groundwater sampling. Historical data has shown a decreasing trend for benzene in MW-6S, MW-7S and MW-11. Only recently, data has been collected for MW-10S and MW-18S. Since MW-12S has not been sampled, the earliest we can perform the preliminary VIA will be in April 2014. We have budgeted review of up to four rounds of groundwater data from six wells, compare them to the groundwater screening levels, and determine the potential vapor intrusion impact to the nearby receptors, which is Hartz Mountain. Please note that conclusion of the preliminary VIA may require a complete VIA which cannot be determined at this stage. The results will be incorporated into the annual monitoring report.
- 2013/4 Surface Water Monitoring: We will conduct quarterly surface water sampling from the five surface well points and up to an additional seven quality control and quality assurance samples as per the approved O&M Plan. While onsite, we will collect measurements from the two stream gauges. We have assumed the City has conducted the first three quarterly samples in 2013 and our sampling will include the next four quarters starting from Q4 of 2013 and concluding in Q3 of 2014. Each surface water point will be analyzed for Target Compound List (TCL) Volatiles Organic Compounds (VOCs), TCL Semi-VOCs, Target Analyte List (TAL) Metals (filtered and unfiltered), and total suspended solids. We will review the analytical data and compare them to the approved surface water quality standards. The results will be incorporated into the annual monitoring report.
- 2013/4 Sediment Monitoring: As per September 16, 2013 correspondence from NJDEP, sediment sampling and analysis has been added to the O&M monitoring program. We will conduct quarterly sediment sampling from the five same locations as the surface well points and up to an additional seven quality control and quality assurance samples. Our sampling will commence from Q4 of 2013 and concluding in Q3 of 2014. Each sediment sample will be analyzed for Target Compound List (TCL) Volatiles Organic Compounds (VOCs), TCL Semi-VOCs, and Target Analyte List (TAL) Metals

Imagine the result

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(filtered). We will review the analytical data and compare them to the approved sediment ecological screening criteria. The results will be incorporated into the annual monitoring report.

- 2013/4 Passive Gas Vents Monitoring: The remaining eight passive gas vents are required to be sampled on a quarterly basis, starting with the fourth quarter of 2013 and continuing into the three quarters of 2014. Since the eight passive gas vents consist of a piping network over each area (RV Salvage, Junkyard and Truckstop), only three of the eight vents with the highest airflow are to be sampled per each quarter.

Each vent will be analyzed for methane, TO-15 Hazardous Air Pollutants Support and Air Toxics, hydrogen sulfide (new requirement), total non-methane hydrocarbons, ethyl mercaptan (new requirement), and methyl mercaptan (new requirement). We will review the analytical data and compare them to the approved requirements. Please note that we can request a reduction in analysis after four consecutive events with results below reporting thresholds.

Unlike the groundwater and surface annual monitoring report, the air sampling results have to be submitted within 60 days after each sampling event. We have assumed a report for each of the remaining quarters will be prepared and submitted to the NJDEP.

- Site Inspection, Maintenance, and Annual Report: As specified in the O&M Plan, the City is required to conduct regular site inspection of the cap, mowing the grass, pick up any debris collected in the Sip Ditch and on the Site, and maintain the turf, wetlands and riprap on as needed basis. We will assist the City by conducting monthly inspection for the first quarter and transitioning to a quarterly inspection for the next three quarters of the entire Site with the City performing the monthly inspection.

Should the inspection identify areas requiring repair, most of them can be resolved by adding topsoil and seeding where there is settlement, placing riprap, and erosion mat from areas of washout along the slope and placing wetland planting as part of the restoration. Since the City maintains various landscaping materials and equipment for spot repairs at municipal buildings, we have assumed the City will perform these duties.

We will prepare and submit an annual O&M report with findings from our inspection and the remedy implemented to address it.

Please note that the implementation of O&M Plan is an annual requirement by the City. This proposal addresses the requirements for the remainder of 2013 and three quarters of 2014. Depending on the results from our activities, ARCADIS/Malcolm Pirnie may be able to propose changes to the O&M requirements such as reducing the sampling frequency from quarterly to annually. Therefore, we will provide a separate proposal towards the end of 2014 that reflects the effort necessary to comply with the requirements in 2015 calendar year.

With the NJDEP requirements constantly changing, we are recommending setting aside an allowance in this proposal to assist the City with any potential issues that may arise associated with the PJP Landfill. For example, if the results are favorable for reduced frequency, we can assist the City in making the necessary



Mr. Brian F. Weller
October 16, 2013

submittal to modify the O&M Plan. Since it is hard to anticipate this effort at this time, we would recommend an allowance of \$10,000 for these potential supplemental services, if required.

SUMMARY OF PROPOSED SERVICES

We would recommend that the City consider our scope of work as outlined on a time and material basis not to exceed \$231,000. As noted above, the O&M Plan is an annual cost with this proposal addressing the requirements for the fourth quarter of 2013 and three quarters of 2014. We have assumed that all regulatory permit fees will be paid directly by the City. Please note, as in all our contracts with the City, the City will only be invoiced for the actual time and materials incurred and actual subcontractors costs such as rental equipment, laboratory analysis provided or drilling services, which is budgeted to be \$116,000. Services and incurred costs would be invoiced in accordance with our attached existing hourly rate schedule for the City, which has not changed since 2007. A copy of our hourly rates for this ongoing contract is attached for your convenience. We will advise the City with our financial status when we have expended 75 percent of the fee. A detailed breakdown of the proposed services by task is as follows:

| Scope of Services | Cost |
|---------------------------------------|------------------|
| Implementation of O&M Plan | |
| 2013/4 Groundwater Monitoring | \$46,500 |
| MW-12S Monitoring | \$15,500 |
| Preliminary Vapor Intrusion Analysis | \$10,000 |
| 2013/4 Surface Water Monitoring | \$45,500 |
| 2013/4 Surface Water Monitoring | \$25,000 |
| 2013/4 Passive Gas Vent Monitoring | \$54,000 |
| Periodic Site Inspection | \$13,500 |
| Annual O&M Report | \$11,000 |
| Supplemental Services Allowance | \$10,000 |
| Total with Allowance | \$231,000 |

Our requested scope of services reflects our current estimate of the level of effort required based upon the information available to us at this time. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

ARCADIS U.S., Inc.

Gerard Spiesbach
Associate Vice President

Imagine the result

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Mr. Brian F. Weller
October 16, 2013

Copies:

J. Curley, Condemnation Counsel
V. Shah, ARCADIS/Malcolm Pirnie

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AGREEMENT

Agreement made this 17~~th~~ day of OCTOBER, 2013 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC., 371 Warren Street, P.O. Box 38, Jersey City, NJ 07303, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (CITY) has assumed the ownership of the PJP Landfill from Waste Management, Inc. (WMI) and will also assume the operation and maintenance responsibilities required to stay in compliance with the Operation and Maintenance Plan (O&M Plan); and

WHEREAS, the CITY requires the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site, Project No. 10-018; and

WHEREAS, CONSULTANT submitted a proposal dated September 13, 2012 in the amount of One Hundred Twenty One Thousand, Five Hundred Dollars and Zero Cents (\$121,500.00); and

WHEREAS, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to the implementation of the O&M Plan for the PJP Landfill Site; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with services to implement the O&M Plan for the PJP Landfill Site, Project No. 10-018.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated September 13, 2012 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of nine (9) months after execution of this Agreement.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are produced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III
Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated September 13, 2012 in the amount of One Hundred Twenty One Thousand, Five Hundred Dollars and Zero Cents (\$121,500.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS (Statutory).

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number - Project No. 10-018.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. **Termination:** CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. **Suspension:** CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the

terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said

agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY



ROBERT J. KAKOLESKI
Business Administrator

Date: 10/17/13

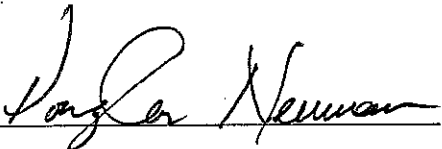
ATTEST:



ROBERT BYRNE
City Clerk

Date: 10/17/13

ATTEST:



DOUGLAS NEWMAN
City Clerk

DRESDNER ROBIN

BY: 

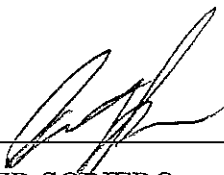
NAME FRED WORDEN
TITLE PRESIDENT

APPROVED AS TO LEGAL FORM



RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS



PETER SORIERO
Risk Manager

September 13, 2012

Mr. Chuck F. Lee, P.E.
City Engineer
575 Rt. 440,
Jersey City, NJ 07305

**Re: Proposal for Environmental Services
Implementation of O&M Plan – PJP Landfill
Jersey City, Hudson County, New Jersey
Proposal No. 2012-08-22**

Dear Mr. Lee:

Dresdner Robin is pleased to present the City of Jersey City with this proposal for environmental services at the PJP Landfill Site (Site). This proposal includes costs to implement the Operation and Maintenance Plan (O&M Plan) that was prepared by others. It is our understanding, the O&M Plan will be finalized at a future date and as such, the costs included in this proposal reflect the most current O&M Plan as of the date of this proposal.

Scope of Work

Task 1 – 2012 Groundwater Monitoring

Dresdner Robin will conduct groundwater monitoring at the Site and this task includes costs for three quarters of such monitoring. Six monitoring wells will be sampled and the groundwater samples (plus quality assurance/quality control samples) will be analyzed for the parameters outlined in the O&M Plan. All groundwater sampling procedures outlined in the O&M Plan will be followed.

Task 2 – 2012 Surface Water Monitoring

Dresdner Robin will conduct surface water monitoring at the Site and this task includes costs for three quarters of such monitoring. Surface water samples will be collected from five designated locations and the surface water samples (plus quality assurance/control samples) will be analyzed for the parameters outlined in the O&M Plan. All surface water sampling procedures outlined in the O&M Plan will be followed.

**DRESDNER
ROBIN**

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
201.217.9607 FAX

603 Mattison Ave
Suite 201
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

7 Doig Rd
Suite 1
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



Task 3 – 2012 Passive Gas Vent Monitoring

Dresdner Robin will conduct passive gas vent monitoring at the Site and this task includes costs for three quarters of such monitoring. The eight passive gas vents will be monitored and one sample will be collected from three selected vents. The selection of these vents will be based upon airflow. The air samples will be analyzed for the parameters outlined in the O&M Plan. In addition, all passive gas vent monitoring procedures outlined in the O&M Plan will be followed.

Task 4 – Site Inspections, Annual O&M Report, and Project Management

Dresdner Robin will conduct one monthly inspection of the Site for the first quarter (i.e., three inspections). It is our understanding the City of Jersey City will conduct the monthly inspections after the first quarter. The inspection will identify areas that require repair or identify areas where the cap may need restoration.

Dresdner Robin will prepare an annual O&M Report. This report will include the findings of the groundwater sampling, surface water sampling, passive gas vent monitoring, and the site inspections.

Dresdner Robin has allotted time for project management and coordination and liaison between the City of Jersey City and any governing agencies.

Schedule

Dresdner Robin can initiate the scope of work within two weeks of authorization to proceed.

Cost

Dresdner Robin will perform the scope of work for an estimated cost of **\$121,500**. The cost breakdown by task is as follows:

| | |
|--|----------|
| Task 1 – 2012 Groundwater Monitoring | \$36,400 |
| Task 2 – 2012 Surface Water Monitoring | \$35,800 |
| Task 3 – 2012 Passive Gas Vent Monitoring | \$29,600 |
| Task 4 – Site Inspections, Annual O&M Report, and Project Management | \$19,700 |

All work will be invoiced on a time and materials basis in accordance with Dresdner Robin's 2012 Fee Schedule (attached) and Standard Terms and Conditions (attached). To engage our services Dresdner Robin requires signature in space below, initials on each page of the Fee Schedule and Standards Terms and Conditions and a retainer of \$0.00.

We look forward to working with you on this project. If you have any questions or need additional information presented herein, please do not hesitate to call me at (201) 217-9200 x224.

Sincerely,
DRESDNER ROBIN

Douglas Neumann

Douglas Neumann
Director

Cc: Chrono
Proposal File

On behalf of City of Jersey City, I hereby authorize Dresdner Robin to proceed in accordance with the above referenced proposal 2012-08-22.

Signature:

Name of Authorized Person (printed):

Entity (if applicable):

Date:

STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
 - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
 - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
 - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
 - d. All payments are to be delivered to Controller, Dresdner Robin, 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038.
5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
 - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
 - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
 - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials, laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
 - e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
 - f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
 - g. Communications, internal reproduction and local use of personal vehicles will be covered by a charge of 1.5% of direct labor costs.
6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.
7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.
8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

10. **OWNERSHIP AND RETENTION OF MATERIALS AND DOCUMENTS.** All reports, field notes, laboratory test data, calculations, estimates, plans, and other similar documents ("Documents") are instruments of service, not products and have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. Ownership is retained by Dresdner Robin. In the event Client requires ownership of the Documents, Client shall indemnify Dresdner Robin against any claims arising from its use beyond the purpose for which it was prepared.
11. **USE AND REUSE OF MATERIALS AND DOCUMENTS.** Any Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any reuse or modifications of Documents and from any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
- a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
 - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
12. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Christine Payne, Operations Manager, Dresdner Robin Environmental Management Inc., 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
13. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties, hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
14. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

Dresdner Robin

2012 Fee Schedule

PROFESSIONAL SERVICES

HOURLY RATE

| | |
|---|----------|
| Principal | \$225.00 |
| Director | \$188.00 |
| Associate Consultant | \$172.00 |
| Professional VII * | \$155.00 |
| Professional VI * | \$139.00 |
| Professional V * | \$123.00 |
| Professional IV * | \$112.00 |
| Professional III | \$102.00 |
| Professional II * | \$ 92.00 |
| Professional I * | \$ 80.00 |
| Technician IV ** | \$102.00 |
| Technician III ** | \$ 92.00 |
| Technician II ** | \$ 80.00 |
| Technician I ** | \$ 75.00 |
| Administrative Support | \$ 70.00 |
| Survey Crew 2 - person | \$170.00 |
| Survey Crew 3 - person | \$225.00 |
| Licensed Site Remediation Professional (LSRP) | \$188.00 |
| Court Testimony (4 Hour Minimum) Per Hour: | \$270.00 |
| Public Hearing - Meeting/ Testimony Per Meeting | \$680.00 |

*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner.

**Technician Designation may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/1/12

Client's Initials: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER Dale Group PO Box 6 Florham Park NJ 07932 | | CONTACT NAME: Tina Taran PHONE (A/C No. Ext): 973-377-7000 FAX (A/C No.): 973-377-4614 E-MAIL ADDRESS: TinaT@DaleGroup.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Starr Surplus Lines NAIC # 13604 | |
| | | INSURER B: Charter Oak Fire Insurance Co 25615 | |
| | | INSURER C: Starr Indemnity & Liability Co 38318 | |
| | | INSURER D: Travelers Indemnity Co. 25658 | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:** 1960414463**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | SLSLEIL72022013 | 9/14/2013 | 9/14/2014 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | 8105716B636COF13 | 9/14/2013 | 9/14/2014 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | SLSLXNV73015813 | 9/14/2013 | 9/14/2014 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Poll/Prof \$Included |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | PJUB3C03751913 | 9/14/2013 | 9/14/2014 | <input checked="" type="checkbox"/> WVC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D | Equipment Floater | | 6302944P735TIL13 | 9/14/2013 | 9/14/2014 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DREM Contract# 00769-18 The City of Jersey City is named as General Liability additional insured provided there is a written contract requiring additional insured status for project.

CERTIFICATE HOLDER**CANCELLATION**

City of Jersey City
575 Route 440
Jersey City NJ 07305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.028
Agenda No. 10.X
Approved: JAN 15 2014
TITLE:



RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES

COUNCIL

offered and moved

adoption of the following resolutions:

WHEREAS, the City of Jersey City (the "City") requires the services of a financial advisor to provide financial advisory services; and

WHEREAS, the City solicited proposals for this contract in accordance with the "fair and open" process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Municipal Council of the City now desires to appoint NW Financial Group, LLC. as financial advisor to the City and to award a contract to such firm as an "extraordinary unspecifiable service" pursuant to N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, NW Financial Group LLC. agrees to provide these services in accordance with the fee schedule listed below:

For specific financing in connection with the sale of general obligation bonds and/or note issues, the fee will be calculated at ten (10) basis points (.10%) of the principal amount financed.

Financial consulting services will be based upon the following hourly rates:

| | |
|--------------------------|-----------|
| Principal | \$185/hr. |
| Managing Director | \$180/hr. |
| Vice President | \$170/hr. |
| Assistant Vice President | \$165/hr. |
| Analyst | \$140/hr. |

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of contract for Extraordinary Unspecifiable Services without competitive bid and the contract itself must be available for public inspection; and

WHEREAS, Donna Mauer, Chief Financial Officer has certified that this meets the statute and regulations governing the award of said contract; and

WHEREAS, NW Financial Group, LLC. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128 adopted on September 23, 2008.

WHEREAS, the total contract amount shall not exceed \$100,000; and

WHEREAS, funds in the amount \$100,000 are available in Account# 04-215-55-923-990.

TITLE: **RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES**

NOW THEREFORE BE IT RESOLVED, the Municipal Council of the City of Jersey City, as follows:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement with NW Financial Group, LLC. to provide financial advisory services to the City in connection with the structuring, offering and sale of City debt.
2. The total contract amount shall not exceed the sum of \$100,000 and the term of the contract shall be one (1) year commencing the date the contract is executed by City Officials.
3. This agreement is authorized as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) because of the reasons stated in the certification attached hereto.
4. The financial advisor shall be paid according to the fee schedule listed below:

For specific financing in connection with the sale of general obligation bonds and/or note issues, the fee will be calculated at ten (10) basis points (.10%) of the principal amount financed.

Financial consulting services will be based upon the following hourly rates:

| | |
|--------------------------|-----------|
| Principal | \$185/hr. |
| Managing Director | \$180/hr. |
| Vice President | \$170/hr. |
| Assistant Vice President | \$165/hr. |
| Analyst | \$140/hr. |

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.
6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection.
7. This agreement shall be subject to the condition that the contract provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
8. The Certificate of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein, shall be placed on file with this resolution.

City Clerk File No. Res. 14.028Agenda No. 10.X JAN 15 2014

TITLE:

RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds in the amount of \$100,000 available for payment of this resolution in Account# 04-215-55-923-990.

APPROVED: Donna Mauer, CFO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 01.15.14 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

14.028

JAN 15 2014

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO NW FINANCIAL GROUP, LLC AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: December 30, 2013
TO: Municipal Council
FROM: Donna Mauer, Chief Financial Officer
SUBJECT: Contract for providing financial advisory services to the City

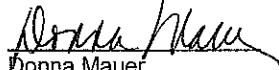
This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: NW Financial Group, LLC
Cost: not to exceed \$100,000
Period: twelve (12) months
Purpose: To provide financial advisory services to the City

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. NW Financial Group, LLC agrees to provide the City analytical and support services for financial planning efforts, advise as to most advantageous method of selling debt securities, developing a credit rating program and assisting in the obtainment of credit enhancement. NW Financial Group, LLC will also recommend financing/refinancing structure, develop tax impact analysis based on debt services and may also attend meetings with the Administration Department staff and management.
2. This contract meets the provisions of the statute and rules because the service is specialized and qualitative in nature requiring expertise and proven reputation in public finance and debt management.
3. The services are of such specialized and qualitative nature that the performance of these services cannot be reasonably described by written specifications because they require extensive experience in public finance, long/short term debt management, development of capital financing alternatives and budget development and analysis.
4. The City solicited proposals for this contract in accordance with the "fair and open" process and received proposals from the following:
 - 1.) NW Financial Group, LLC, 10 Exchange Place, Jersey City, NJ
 - 2.) Phoenix Advisors, LLC., 4 West Park Street, Bordentown, NJ 08505
5. I have reviewed the rules and regulations of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,


Donna Mauer
Chief Financial Officer

**PROPOSAL TO PROVIDE
FINANCIAL ADVISOR SERVICES
TO THE**

CITY OF JERSEY CITY

DECEMBER 3, 2013

SUBMITTED BY:



NW FINANCIAL GROUP, LLC
Exceeding Expectations

2 HUDSON PLACE, 3RD FL • HOBOKEN, NJ 07030 • 201.656.0115(T) • 201.656.4905(F)



NW FINANCIAL GROUP, LLC
Exceeding Expectations

2 Hudson Place, 3rd Fl.
Hoboken, NJ 07030

Tel (201) 656-0115
Fax (201) 656-4905
www.nwfinancial.com

December 3, 2013

Mr. Peter Folgado
Purchasing Agent
Jersey City Department of Administration
Division of Purchasing
1 Journal Square, 2nd Floor
Jersey City, NJ 07306

Dear Mr. Folgado

Re: Proposal to Provide Financial Advisory Services

NW Financial Group, LLC ("NW Financial") is grateful to the City of Jersey City (the "City") for the opportunity to present our qualifications to provide Financial Advisory Services to the City. As our qualifications will demonstrate, NW Financial is uniquely qualified to assist the City in successfully achieving their financing needs.

Our staff and professionals have worked with the City on numerous transactions. We are proud to have assisted the City with the issuance of over \$700 million in successful financings including \$109 million in 2012 alone.

NW Financial fully understands the scope of services and its commitment to provide these services in a timely manner as required by the City. We value our relationship with the City and would be honored to continue to serve as financial advisor to the City. We appreciate your consideration of our qualifications and look forward to an opportunity to more fully present our credentials. Thank you again for inviting us to propose.

Very truly yours,



Michael I. Hanley
Principal

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Appendices

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1. EXECUTIVE SUMMARY

We respectfully direct your attention to the following factors, which underscore the credentials and qualifications of NW Financial Group, LLC ("NW Financial") for the assignments outlined in your Request for Proposal:

- **NW Financial and its professionals have unparalleled experience in Jersey City and Hudson County.**

NW and its professionals have financed over \$700 million for the City and billions of dollars in financings for Hudson County and its constituent municipalities. Additionally NW is located locally and nearly 1/3 of our staff lives in the City. Our long history with the City and the surrounding municipalities make NW the most credible source of financial information to the marketplace.

NW Financial hopes to continue working with the City and its representatives to achieve the City's financial goals. NW Financial professionals are equally dedicated to the City's mission and value their relationships with the City and its representatives.

- **NW Financial is New Jersey's leading provider of financial advisory services.**

NW Financial is the State of New Jersey's leading financial advisor from 2010 to 2012. NW Financial has dedicated itself to one primary function: to assure that its clients pursue the most appropriate financing strategies at the best possible terms. NW Financial has been a leading financial services firm for a number of State agencies, authorities, counties and municipal governments.

Since its inception over a decade ago, NW Financial has ranked among the top advisors in the Northeast Region. NW Financial professionals have served as financial architects of *over \$50 Billion in market financings for municipal issuers*. These assignments have required NW Financial to develop complex financing strategies to most effectively utilize limited resources.

- **NW Financial's advisory team will be composed of the most senior professionals with unrivaled experience.**

Ultimately, the most important factor for the City to consider during its Financial Advisor selection process is the quality of the professionals who will be assigned to work with the City and their representatives. NW Financial professionals are skilled in formulating effective financial strategies and representing the client both in negotiations and in the financial community. If NW Financial is awarded this assignment, our team will consist of our most senior professionals with *over 200 years of combined experience* on issues similar to those of the City and the issue at hand.

- **NW Financial provides direct municipal bond market data.**

Unlike other financial advisory firms, NW Financial has a trading desk and provides underwriting services to governments in connection with the issuance of bonds. Although we do not and cannot provide both underwriting and financial advisory services on the same transaction, *the trading desk gives our professional staff the advantage of having immediate and accurate market data without having to rely on a third party and third party information*. This is especially beneficial when selling bonds in this volatile municipal bond market.



NW Financial fully understands the scope of services and its commitment to provide these services in a timely manner as required by the City. We hope that this proposal will convince you of the quality of service and depth of expertise that NW Financial is prepared to offer the City.

- **Pricing.**

Located in Section 12, NW will charge .1% of the principal amount for bonds and notes. For non-transactional assignments NW will bill based on the hourly rates outlined in Section 12.



2: BACKGROUND

NW Financial has been serving governmental clients in the northeast for over 17 years and has risen to be one of the region's leading financial advisory organizations, with three offices and 23 professionals. Our headquarters is located in Hoboken, NJ with two representative offices located in Mount Laurel, NJ and Rosemont, PA. Our firm is dedicated to providing exceptional service to our clients from our most senior professionals.

The vast experience of NW Financial's professional team allows us to provide creative and innovative financial solutions to our state and local government clients. Unlike other financial advisory firms in the area, *our professional team holds Financial Industry Regulatory Authority (FINRA) Securities Licenses* providing clients the benefit of a complete understanding of the municipal securities market and the added knowledge that our professionals are held to the strictest Federal Regulations.

Unlike other financial advisory firms, NW Financial has a trading desk and provides underwriting services to governments in connection with the issuance of bonds. Although NW Financial cannot provide both underwriting and financial advisory services on the same transaction, *the trading desk provides our professionals with immediate and accurate market data without having to rely on third-party information.* This is especially beneficial when selling bonds in this volatile marketplace.

NW Financial and its professional staff have been leaders in complex financial solutions for our governmental clientele, garnering *four different "Deal of the Year" awards.*

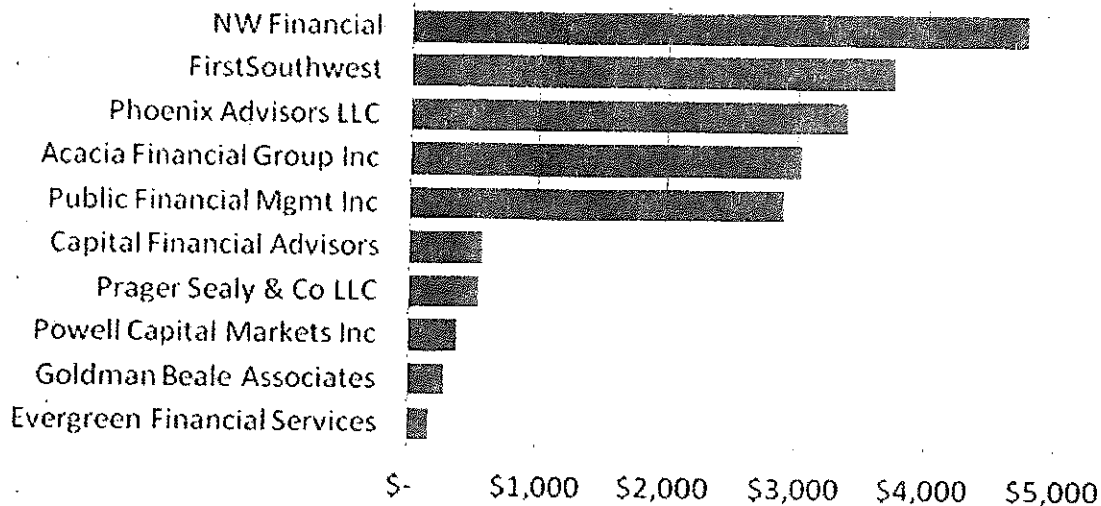
NW Financial Group, LLC Innovative Transactions:

- **\$41,720,500 City of Perth Amboy** - First competitive convertible Capital Appreciation Bond Sale for a municipality in the State of New Jersey
- **\$118,915,000 County of Hudson** – First New Jersey municipal Forward Option Bond Sale
- **\$40,465,000 Hoboken Hospital Authority** – First New Jersey municipal hospital authority bonds issuance and first New Jersey Municipal Cinderella Bond
- **\$1,750,000,000 New Jersey Turnpike Authority** – First issuance of Build America Bonds in the United States by a toll road.
- **\$4,753,739.22 City of Bayonne**- First competitive Capital Appreciation Bond Sale for a municipality in the State of New Jersey
- **\$323,000,000 Union County Utilities Authority** – First Public-Private Partnership of a Resource Recovery Facility in the State of New Jersey.

We have acted as financial advisor on hundreds of bond issues for New Jersey counties, municipalities and authorities and have raised tens of billions of dollars in capital for our clients. NW Financial has been the leading financial advisor for New Jersey municipal bond issuers for many years, providing extraordinary service to our clients in good markets and bad.



New Jersey Financial Advisor Ranking 2010 to 2012



Included among the diverse types of transactions in which the firm has participated are redevelopment, housing (including affordable and subsidized housing financings), workouts, TIFs (Tax Increment Financings), RABs (Redevelopment Area Bonds), privatizations and regionalizations, pooled loans, refundings (forward, advance, current), lease revenue financings, lease purchase financings, and public debt restructurings. In addition, we provide a wide range of non-transactional consulting and advisory services, including asset disposition analysis, management consulting, public/private partnerships, strategic advice on negotiations and settlements, litigation support, procurement advice, and a wide variety of other financings that are always customized to meet client needs.

We have created and marketed sophisticated, innovative financings, often under the most difficult market conditions. Our past and current public sector clients include:

- County and Municipal Governments
- Transportation Agencies
- Redevelopment Agencies
- School Districts
- Housing Authorities
- Improvement Authorities
- Parking Authorities
- Utilities Authorities



3. SCOPE

As Financial Advisor to the City, NW Financial will be prepared to fulfill the requirements as listed in the Scope of Services, including but not limited to;

- Provide analytical and support services for financial planning efforts. Review the City's timetable and schedule of its long-range operating and capital budget financing strategy.
- Coordinate applications to the Local Finance Board and communication with the Department of Community Affairs.
- Develop a credit rating program. Furnish the rating services with all necessary and relevant documentation and information. Meet with analysts from the major rating services to present a rating program.
- Develop strategies, brochures for presentations at public hearings and information to community.
- Assist with the preparation of news releases about any proposed capital plans, as needed.
- Assist with the preparation of presentations to municipal officials.
- Assist in obtaining credit enhancement (i.e. municipal bond insurance, letters of credit, etc.) if determined to be economical.
- Review the terms, conditions and structure of any proposed securities offerings undertaken and provide suggestions and modifications where appropriate.
- Negotiate with investment banking groups regarding pricing and final terms of any security offering and make definitive recommendations regarding any proposed offer to purchase an issue.
- Structure optimal method of selling securities (competitive, negotiated, private placement, rated/unrated, credit enhancement, etc.).
- Assist in the preparation of the preliminary and final official statement in connection with the sale of securities.
- Solicit and/or review proposals for construction fund investments.
- Review assessed valuations to develop 5-year trend and complete future projections for tax impact analysis.
- Provide alternative repayment options based on analysis of the City's current debt service and projected debt service.
- Recommend financing structure which includes repayment term, structure and redemption provisions.



- Develop comprehensive tax impact analysis based on debt service (current and future), debt service aid, changes in operating budget resulting from proposed financing, investment income from construction proceeds and other relevant factors
- Assist the City in determining the value of the Jersey City Water Supply system including but not limited to valuation of real property, treatment facilities, distribution and applicable operations.
- Attend meetings with Administration Department and/or Finance Department staff and management as necessary.
- Perform valuation of City assets such as water, sewer, parking & real estate if requested.



4. OBJECTIVES

There main objectives related to the City for 2013:

- 1) Continue to have successful and frequent investor communications. The market remains dislocated due to the illiquid nature of municipal bonds and the expected tapering in 2014. This year saw dislocation related to the May Fed statement indicating tapering was expected to begin in 2013 followed by a reversal of that statement. Additionally, with the bankruptcy filing of Detroit in July and Puerto Rico's sell off in August and September investor communication is more important than ever before. The City has made enormous strides financially through financial austerity that included a reduction of over 300 employees, furloughs, elimination of programs and general cost saving measures. Additionally, new initiatives including dissolution of authorities, restructuring of departments, changes in scheduling and attempts at enhancing revenue through efforts like the Port Authority litigation evidence the City's continued financial superiority to other cities in New Jersey and nationally. It is crucial to identify the City's achievements and continue to educate the marketplace on those achievements.
- 2) The rating agencies have acted very quickly in assigning negative outlooks and downgrades, but have been very slow in recognized improvements with positive outlooks and upgrades. The City has made great strides and is deserving of continued improved treatment from Moody's. As part of the overall rating strategy, the City needs to clearly outline its strengthened financial position. Further, the new management team and its initiatives for savings and revenue enhancements should be presented to rating agencies in early 2014.
- 3) To the extent that the City has known capital needs it remains advantageous to permanently finance those needs as interest rates remain low. Further, the City approved refinancing of approximately \$90 million of existing debt in the summer 2013. While the economics of the transaction are not positive at this time, the transactions will continued to be monitored as time goes by to see if reduced negative arbitrage as we approach the call dates will be sufficient to create beneficial economics.
- 4) Successful execution of the identified strategies for decreasing costs and enhancing revenue as well as continued vigilance in identifying new opportunities.



5. PROJECT APPROACH

As Financial Advisor to the City, our primary responsibility will be to provide essential financial insight and to ensure that all bonds are structured, marketed and sold successfully. If selected to serve as Financial Advisor, NW Financial is committed to bring our distinct talents and experiences to bear so that the City will be able to access the financial markets in the most effective and efficient way possible. Our experience has shown that strong project management is essential on engagements of this type. Our project management approach includes:

- The Lead Advisor is the individual responsible for all aspects of the engagement including overseeing the relationship between the NW Financial team and the City and for ensuring that appropriate firm resources are brought to bear on issues that arise during the project and that all end products meet the firm's high quality standards.
- Identifying a Project Manager who will be responsible for the day-to-day management of the engagement. As such, he will also be the primary client liaison, responding to input and questions, which may arise among client representatives throughout the process and keeping the City apprised of our progress on a continual verbal basis.
- Providing interim status meetings to review the progress of the assignments. As the financing moves forward, periodic presentations to the City will be made to keep the appropriate persons informed of market conditions, financing alternatives and funding sources.
- Immediate communication of problems or issues requiring fast action or response.
- Thorough review of structuring and marketing of the bonds before they are finalized.

NW Financial would "quarterback" the project team to assure an efficient and timely financing, including organizing the project team, scheduling and attending working group meetings to assign responsibilities and determine a time table, and attending meetings as reasonably required with City personnel, attorneys, consultants, engineers, accountants and others in order to pursue, propose or consummate the financing. Our unrivaled diversity of experience in such projects allows us to be involved with every discipline of the project, so there will be continual awareness of project team member progress, resulting in cost control and schedule monitoring.

Typical Services

In connection with this assignment, NW Financial agrees to provide certain services to the City, including but not limited to:

- Analyze the City's capital financing needs and recommend the most cost-effective method of debt issuance
- Review outstanding bond issues for refunding opportunities to allow the City to realize cost savings in debt service costs.
- Coordinate bond ratings for the City.
- Recommend financing structure which includes payment terms, structure and redemption provisions.



- Advise of state and federal regulations regarding the issuance of tax exempt or other forms of debt.
- Provide projected and final debt service payment schedules, savings calculations and arbitrage yield calculations arising from the City's debt issuance.
- Evaluate financing structures and propose financing methods or options, with emphasis on innovation, to be considered for accomplishing the City's objectives. This will be done in conjunction with the City's staff and legal counsel.
- Review legal documents.
- Analyze and report on the advantages and disadvantages of each proposed financing.
- Evaluate the projected cash flow from any revenue sources that may constitute security for any obligation incurred.
- Review existing revenue sharing agreements, tax rebate agreements and debt commitments to determine potential impacts, if any, on the proposed financing and make appropriate recommendations to the City's financing team.
- Work with the City's bond counsel and financing team in recommending size, structure, specific terms and conditions of a debt issue. Present information regarding methods of sale, including publicly offered and privately negotiated options.
- Assist the City in selection of formation of financing team, including preparing a list of services required of underwriter, trustee, verification agent and other professionals, as agreed upon.
- Advise the City's financing team on areas of industry specific knowledge that affects the financing and marketing of the project's debt.

ADVISOR SERVICES

Our professionals perform regular oversight of client portfolios. We understand the unique objectives and constraints of the public sector and offer investment support for existing staff at larger local governments.

As advisor to the City, we will research available short-term investment products that are designed to maximize interest earnings for overnight and shorter-term investments. This product(s) will be utilized to invest the City's funds that needed for budget needs and to park other funds as they become available until such time a longer-term investment can be identified. Once a permissible investment is identified, we will notify the City to advise and to instruct on the process on putting the investment in place.

INVESTMENT MANAGEMENT

NW believes that the effective management of funds requires on-going and daily monitoring of market conditions as well as continual assessment of new investment opportunities. Our customized focused approach to the management of public funds offers our municipal clients a number of tangible benefits, including:

- Safety of principal while providing adequate liquidity
- Proactive advice from our SEC-registered investment advisors
- Cost-effective and competitive access to the capital markets through dozens of independent brokers
- Investment opportunities available through vast network of banks and portfolio managers



- Customized investment strategies to assist clients with bond proceeds, working capital and debt service reserve funds.
- Regular updates on changing market conditions and their potential effect on client portfolios.

PORTFOLIO MANAGEMENT

We will assist our clients with investment management by reviewing estimated cash flow needs, developing investment policies, formulating strategies, analyzing investment alternatives, selecting securities, overseeing security settlement and preparing reports.

INVESTMENT POLICY AND PORTFOLIO COMPLIANCE REVIEW

We will perform in-depth review of the City's investment process, assess risks, and review transactions, strategies and procedures. We then offer useful suggestions on how to improve earnings and reduce exposures.

OTHER AREAS OF EXPERTISE

REDEVELOPMENT

NW financial has provided consulting services on a range of municipal redevelopment projects and financings. Projects include housing, commercial, and recreational facilities. Structures included PILOT's, RAD's, and RAB's. Services included the structuring of a resulting financial transaction, the negotiation of redevelopment and tax-abatement agreements, and the financial modeling of project feasibility. More recent redevelopment projects we have been involved in include the Borough of Roselle, City of Linden, Township of Bloomfield, City of Asbury Park, and the firm's continuing consulting work with the City of Newark and the Brick City Development Corporation.

SOLID WASTE

The firm's solid waste experience and analytical expertise is extensive. NW Financial served as the State's solid waste consultant during the period of the legislative changes and has since worked to restructure the outstanding solid waste debt in several New Jersey counties. Our firm and its professionals have extensive experience with financing, construction and ongoing operation of the Hudson County, Gloucester County, Union County, and Passaic County's solid waste and utility transactions.

RATING AGENCY EXPERIENCE

Another point of considerable cost saving measures for many of our clients has been NW Financial's widespread experience working with the major national rating agencies. NW professionals have developed a clear understanding of the analytical methods utilized by Moody's Investors Service, Standard & Poor's Inc. and Fitch Ratings. Our professional staff is trained to conduct in-depth credit analyses comparable to the rating agencies so that both credit strengths and weaknesses can be identified by the issuer prior to the presentation of materials to rating analysts. We will work closely with the rating agencies to fully understand their concerns and methodology and to design the issuer's presentations to specifically address each agency's questions in a meaningful way.



In addition, we maintain close personal contact with staff members at the rating agencies regarding their views of debt covenants, innovative financing techniques and unusual debt structures. By helping our clients achieve ratings upgrades and/or maintain existing ratings during difficult financial times, their overall cost of borrowing is reduced resulting in debt service savings to the taxpayer.

PUBLIC PRIVATE PARTNERSHIP

NW Financial has the ability to deliver the **highest quality advisory services** that take into account both the public and private sector considerations due to our unique mix of experience in both sectors. We have the **proven ability** to level the playing field on behalf of our public clients and deliver tightly negotiated and structured transactions that maximize value but allow for reasonable returns to the private participants. For over 20 years NW Financial professionals have assisted governmental clients in evaluating or implementing P3 solutions. Our experience includes highly complex P3 transactions in waste management, health care, water, sewer and transportation.

Mr. Enright is a nationally recognized leader in rational analysis of P3 alternatives and has widely written and spoken on the topic including appearances before Congress. Our work in Texas and Pennsylvania resulted in billions of dollars of additional value to the public sector. Our **staff is expert at understanding** not only the cash flow valuations but also the GAAP impacts to a private proposer on any asset disposition. We have **extensive experience** in lease negotiations, equity financing, taxable and tax exempt financing and all other aspects of public private partnerships. Our firm has advised many of our public clients on asset disposition, asset acquisition and public private partnerships. In the course of these assignments we have provided extensive educational services in order to allow policy makers to be fully informed about the impacts of their choices when undertaking these initiatives. Many of our cash flow models are still in use a decade later and accurately tracking the performance of the assets as projected.

RENEWABLE ENERGY INITIATIVES

NW Financial is providing innovative renewable energy and energy project financing strategies to local and regional governments that are designed to achieve savings through reduced power consumption, the generation of income through the sale of SRECs and lower utility rates. Strategies include public ownership, public-private partnerships, private ownership, and the utilization of power purchase agreements, the issuance of tax-exempt and taxable debt, and the "pooling" of local governments into a single financing or power purchase agreement to take advantage of economies of scale. Projects include:

- Solar panels on roofs, parking facilities and available open space
- Wind turbines
- Hydroelectricity and micro hydro
- Biomass and biofuels projects
- Geothermal technologies
- Lighting, HVAC, window, and structural retrofit
- Emerging technologies



NW Financial is committed to providing the same superior and innovative underwriting services to the Authority as it does for all of its clients. With a team of professionals who have unrivaled experience, we focus on the Authority's individual needs, keeping **client service, integrity, and innovation** as top priorities.

Our experience goes well beyond Renewable Energy Projects and includes Energy Conservation Measures ("ECMs") equipment and facility financings to include Waste-to Energy project financings and co-gen facility financings. We are familiar with BPU incentives and programs, Solar Renewable Energy Credits, Tax Incentives, Depreciation Incentives, new law and regulations impacting PPA contract life, newly proposed legislation, and DCA regulations regarding the detailed process for implementing and financing a renewable energy project. Our professionals have provided financial advisory services to the **Atlantic County Utilities Authority ("ACUA")** regarding their on-going renewable energy initiative. Recent assistance has included the review of proposed renewable energy initiatives and proposals for the ACUA facilities. The proposals reviewed have included both public and private ownership financial structures. We have provided similar services to the **Union County Improvement Authority** and the **Delaware Sustainable Energy Utility**.

As financial advisor to several school districts and authorities, NW Financial has provided detailed financial modeling demonstrating project cost, payback (Solar Renewable Energy Credits and reduced energy costs), tax impact (positive or negative), rating agency and bond insurer information dissemination, public information and presentation materials, alternative financing structures and Local Finance Board approval, bidding coordination, and finalization of the closing documents. In 2010 and 2011, the Morris County Improvement Authority closed its first two, of what will be several, County Guaranteed Renewable Energy Program Lease Bonds for the benefit of school districts and county facilities.

HEALTHCARE

NW Financial has provided extensive analysis to clients over the last ten years on numerous healthcare related transactions. Whether it involves an ultimate financing or asset disposition, our knowledge and expertise of this field has allowed our clients to receive the most economically beneficial outcome possible. This has included county hospitals and nursing facilities along with private/non-profit facilities. Our expertise in modeling revenues and expenses is proprietary and second to none. Generally, NW Financial comes into the process early and is able to provide the client with an extensive report that allows them to make the most educated determination possible. In our role as financial advisor, we have analyzed the impact of the financial strain the respective facility puts on County budgets. Depending on the final review of certain reports, such as, detailed Cost Reports, County financials, Medicaid/Medicare reports, resident census, and expenses of the facility, a recommendation is made to the client that includes the most economically optimal choice for the client. Our experience in this field allows us to provide the best advice regarding the issuance of an RFP/RFQ and the potential developers.



6. PROJECT ORGANIZATION

The City has a complex financial structure that requires a core team working together throughout the year and a larger team that is brought in as necessary. The key members that make up the project team on an ongoing basis are:

| | |
|------------------------|-------------------------------|
| Donna Mauer, CMFO | Chief Financial Officer |
| Robert Kakoleski, CMFO | Acting Business Administrator |
| NW Financial | Financial Advisor |
| Parker McKay | Bond Counsel |

The City keeps in constant contact with market participants and stakeholders as a result of the large number of transactions throughout the year. As a result of this group's efforts, the marketplace is kept aware of the long term and short term financial position of the City. This is especially crucial in a difficult economy and an ongoing reduction in support from the State of New Jersey. As a result of the effort of this group, the City has seen robust interest in its public offerings.

The project team expands at certain times to create a wider view of the City for the investment community. This core group is expended to touch on items that are important to a successful government and have either a direct or peripheral impact on the finance of the City.

| | |
|-----------------------|--|
| John Thieroff | Deputy Mayor |
| Vivian Brady-Phillips | Deputy Mayor |
| Jeremy Farrell | Corporation Counsel |
| Anthony Cruz | Acting Director of Housing Economic Development & Commerce |
| Dan Becht | Jersey City Municipal Utilities Authority |

The investment community is interested in the general workings and stability of the government. Additionally, the monitoring of the residents and the business community as well as the ability to provide essential services such as water, sewer & public safety are key to growth. Growth is now more crucial than ever as a result of a difficult economy and the limitations on budgeting created by the levy cap law and the reduction of State Aid.



7. PROJECT WORK PLAN

The key elements of the project work plan to be provided by NW Financial are:

- 1) **Organization** of the various components of a transaction
- 2) Active participation in continuously monitoring **market conditions** so your transaction is structured with the lowest possible interest cost
- 3) Ensure the transaction is executed to meet the City's **policy objectives** with maximum flexibility for future financing needs

The following list details the services NW Financial will provide to the City on various transactions or projects that arise. As detailed in the following section, **Key Dates & Deliverables**, the City is an active note issuer and will need to rollover maturing notes on four separate occasions. Further, due to the historically low interest rate environment, multiple refunding opportunities may arise as negative arbitrage decreases and rates remain low. While our scope of services is comprehensive, it is important to note that we work cooperatively with all other retained professionals to insure an efficient working team without duplication of effort.

Organize Project Team

- Schedule organizational meetings for the working group
- Assist in presentations
- Coordinate the finance team

Financing Plan Preparation

- Review structuring options
- Develop a preliminary financing structure
- Coordinate the preparation of all documents.

Pre-Issuance

- Develop a rating agency strategy and presentation
Key rating agency considerations include:
 - » Economic Base
 - » Financial Flexibility
 - » Debt Structure
 - » Management
- Develop a credit enhancement strategy and presentation.
- Assist in selecting a trustee and paying agent



- Prepare a preliminary official statement.

Marketing and Sales

- Undertake the preliminary pricing of the transaction

This information includes the following:

- » comparison pricing of other similar new issues in the market
- » indications as to the general condition of the market
- » information, such as the 30-day visible supply, describing the demand of municipal investors for new bonds
- » an opinion when the best day for the sale to occur taking into account interest rate troughs of the current rate cycle, an overall low visible supply of municipal securities, and a relative scarcity of similar new-issue bonds

Closing and Delivery of Bonds

- Obtain CUSIP numbers and DTC
- Coordinate the closing and arrangements of bonds
- Structure the investment of transaction proceeds
- Distribute the final Official



8. KEY DATES AND DELIVERABLES

Some events have specific dates while others do not, but there are a number of key events during the year, including:

- Advance Refunding of Series 2005C, 2006A (Public Imp), 2006A (General), 2006B, and 2006D Bonds As market rates dictate
- \$5,739,344 JCBOE Early Childhood Center Financing Early 2014
- Possible Dissolution of the Parking Authority Early 2014
- Delivery of AFS By January 31
- Budget Introduction By February 10
- Budget Adoption By March 20
- Determine Capital Plan TBD
- Maturing Notes April 17
 - \$7,797,000 Tax Appeal Refunding Notes
 - \$1,890,000 Special Emergency Notes
- Maturing Notes (HCIA) July 25
 - \$7,405,000 Bond Anticipation Notes
- Delivery of Annual Audit By September 1
- Maturing Notes (HCIA) December 10
 - \$10,934,000 Bond Anticipation Notes
- Maturing Notes December 12
 - \$3,300,000 Tax Appeal Refunding Notes
 - \$23,692,000 Special Emergency Notes
 - \$10,000,000 Bond Anticipation Notes
- Investor Communications
- Possible New Money Financings
- Possible Refundings
- Other financial analysis



9. CITY RESPONSIBILITIES

Each issuance of debt includes some or all of the following tasks:

- Meetings
- Local Finance Board Application
- Local Finance Board Meeting
- Council Meetings
- Working Group Meetings
- Conference Calls
- Rating
- Offering Document
- Sale
- Pricing
- Investor Communications
- Other Tasks

These tasks require the City and its representatives will work with the Project Team to provide information including:

- Budget
- City Cash Flow
- Cash Flow and Budget back up data
- Information on contract
- Information on litigation
- Future cash flow projections
- Future development and tax projections
- Other relevant information

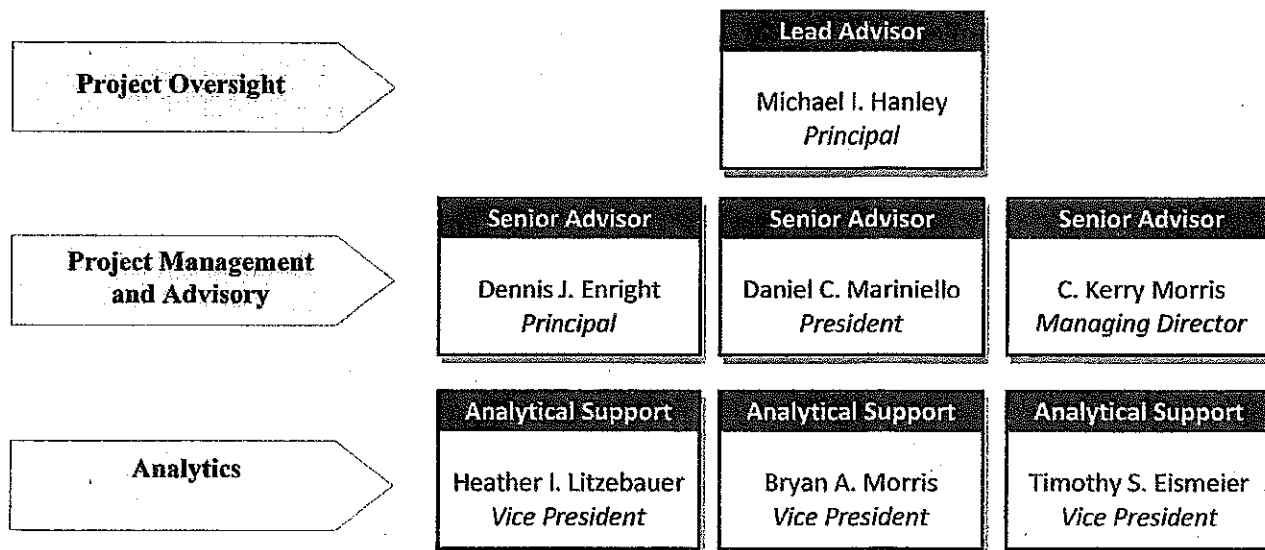


10. STAFFING

The strong project finance emphasis of NW Financial, as well as the public and private sector backgrounds of the key individuals that will be involved with this assignment, assure that our significant experience will benefit the City.

Our experience has shown that strong project management is essential on engagements of this type. Our project management approach includes designating a Lead Advisor as the individual responsible for all aspects of the engagement. The Lead Advisor to the City will be Mr. Michael I. Hanley. The Lead Advisor will be responsible for overseeing the relationship between NW Financial and the City, ensuring that appropriate firm resources are brought on issues that arise during various projects, and that all end products meet the firm's high quality standards.

The key personnel that will serve the City on this and any assignment(s) are listed below. Brief resumes for each of these individuals can be found in **Appendix A**.



In addition, other members of the firm will provide support roles, including: research, quantitative analysis, bond marketing assessments, policy development, and rating agency presentations. Our staff possesses invaluable experience in every capacity relevant to the Scope of Services included in this Request for Proposals.

| | | |
|---|--|---|
| Other Staff | Other Staff | Other Staff |
| Douglas J. Bacher <i>Principal</i> | James A. Fagan <i>Managing Director</i> | Dianna C. Geist <i>Managing Director</i> |
| Other Staff | Other Staff | Other Staff |
| A. Theodore Palatucci <i>Senior Vice President</i> | Jeffrey M. Enright <i>Senior Vice President</i> | David Priest <i>Vice President</i> |



11. ASSUMPTIONS

Any assumptions regarding process and the engagement are included in the above descriptions. The firm has an excellent working relationship with Project Team and would not expect any changes in the way the project team has successfully operated.

12. TIMING AND FEES

For financial advisory services rendered in connection with the sale of bonds and notes or general consulting engagements, NW Financial proposes to be compensated based on the following schedule:

1. Bonds/Notes

a: General Obligation issuer financings:

For specific financing such as bond and/or note issues, the fee should be calculated at ten (10) basis points (.10%) of the principal amount financed. This amount shall be payable at the closing of the proposed refunding bond issuance.

b: Other financings:

The fee for financings that include multiple general obligation credits and/or issuers, 501(c)(3) credits, corporations or developers, or any other unique financing structures or credits will be negotiated based upon the number of issuers, size of the issue and the complexity of the financing.

2. Consulting

For general consulting services provided on projects other than the sale of bonds or notes, our compensation will be based upon the hourly rates as follows:

| <u>Position</u> | <u>Hourly Rate (\$/hour)</u> |
|--------------------------|------------------------------|
| Principal | \$185 |
| Managing Director | \$180 |
| Vice President | \$170 |
| Assistant Vice President | \$165 |
| Analyst | \$140 |

Reimbursable Expenses: We propose to invoice for reasonable out of pocket expenses such as phone, postage, copies, travel, etc. These expenses will be included on monthly invoices for consulting services performed or included with the transactional invoice following a financing.



APPENDIX A. RESUMES**MICHAEL I. HANLEY, PRINCIPAL**

mhanley@nwfinancial.com

Michael I. Hanley joined NW Financial in 1999 and provides the firm with his public finance experience and expertise. Mr. Hanley is actively involved in financings for several of the Firm's major accounts.

Mr. Hanley plays a key role at NW Financial serving as Financial Advisor and Underwriter for many of the Firm's clients. He acts as lead advisor for an array of clients whose operations include affordable housing, solid waste, certificates of participation, water and sewer utilities, and redevelopment.

Mr. Hanley's has garnered expertise working on complex transactions. He has worked with many of the State's most troubled credits. He has participated in hundreds of millions of dollars in transactions with entities that have no rating or ratings just above or below investment grade. His extensive knowledge of New Jersey's municipalities and the challenges they face creates credibility in the marketplace that can only be achieved through closing numerous challenging transactions.

Mr. Hanley has been an innovator in New Jersey's public finance community leading a number of unique transactions including the first competitive capital appreciation bond sale and the first competitive forward option bond sale in the State of New Jersey and the first competitive convertible capital appreciation bond sale in the country. Mr. Hanley was able to complete a transaction for the Hudson County Improvement Authority that was secured by a subject to appropriation risk that was subject to the levy cap of a municipality with a below investment grade rating during the height of the financial crisis. Additionally, Mr. Hanley is the most experienced banker in the state structuring forward option transactions executing 13 transactions with a principal amount of over a half a billion dollars in the State of New Jersey.

Prior to joining NW Financial, Mr. Hanley gained financial experience as a member of the National Dealer Services Team at Pershing. Mr. Hanley has an extensive public sector background including active participation in local and statewide political processes and affairs as both a candidate and a volunteer.

Hamilton College

Bachelor of Arts

FINRA License

52 (Municipal Securities Representative)

New Jersey License

Life & Health Producer License



DENNIS J. ENRIGHT, PRINCIPALdenright@nwfinancial.com

Dennis J. Enright is a founding member and Principal of NW Financial specializing in complex infrastructure, governmental and real estate transactions, including public private partnerships. Mr. Enright is a nationally recognized expert in toll road asset monetization and has appeared before the US Congress to deliver expert testimony on public private partnerships. Mr. Enright has undertaken assignments in transportation, solid waste, water, wastewater, healthcare, housing, and real estate. His leadership in the innovative restructuring of a public facility to a public private partnership led to a "Deal of the Year" Award for the \$360 million Union County Utility Authority bond financing in 1998. His transportation expertise resulted in a "Deal of the Year" award for the \$2.4 Billion New Jersey Turnpike Authority transaction merging the New Jersey Turnpike and the Garden State Parkway. Mr. Enright has authored detailed analyses of both the Chicago Skyway and Indiana Toll Road P3 transactions that have provide transparency to the underlying economics of the deals.

Prior to forming NW Financial, Mr. Enright served as Senior Managing Director of NatWest Bank and was responsible for governmental advisory services and underwritings. During his tenure at NatWest, he was responsible for providing services in: municipal finance; institutional advisory products; private placements; bond underwritings; tax credit investments; letters of credit; and bridge loans. Prior to joining NatWest Bank, Mr. Enright operated Enright & Company, a private investment banking firm, which handled over \$5 billion of financing assignments in its 9 years of operations. Enright & Company was awarded an Institutional Investor "Deal of the Year" for its work at the New Jersey Highway Authority.

Mr. Enright has over 30 years of experience in all aspects of financial advisory and investment banking. Mr. Enright started his career in the public sector for eight years and held the position of Jersey City's Director of Planning and Development, where he was responsible for the master planning of the Hudson River waterfront revitalization

New York University**School of Public Administration**

Masters Degree

St. Peter's College

Bachelor of Science

FINRA Licenses

- 7 (Full Registration/General Securities Representative)
- 24 (General Securities Principal)
- 28 (Introducing Broker-Dealer/Financial and Operations Principal)
- 53 (Municipal Securities Principal)
- 63 (Uniform Securities Agent)
- 79 (Investment Banking Representative)



HEATHER I. LITZBAUER, VICE PRESIDENT

hil@nwfinancial.com

Heather I. Litzebauer joined NW Financial in August 2005. Ms. Litzebauer serves as VP for the firm and provides various financial analysis services for clients.

Ms. Litzebauer works closely with clients entering into the bond market conducting market research and financial analyses, procuring credit enhancement and securities ratings, providing support through the bond sales and the pricing process, and tracking refunding and restructuring opportunities. Ms. Litzebauer also works with municipalities and authorities tracking projects and providing cash management services as well as detailed cash flow modeling. During her time with the firm she has provided financial services to the Union County Improvement Authority, Monmouth County Improvement Authority, Delaware Sustainable Energy Utility, Mercer County, Passaic County Improvement Authority, Borough of Essex Fells, Township of Hillsborough and various other authorities and municipalities.

In June of 2006, Ms. Litzebauer participated in the restructuring and issuance of new money debt, approximately \$2.8 billion, for the New Jersey Transportation Trust Fund Authority's Transportation System Bonds. In particular, Ms. Litzebauer assisted in the preparation and documentation of the financing, ran simultaneous pricing models with comparative spreads to MMD benchmarks, and orchestrated two open market Treasury purchases, confirming the winning bid interest rates.

As a licensed Municipal Securities Representative, Ms. Litzebauer provides various underwriting services for the firm, including financial modeling and analysis for municipal issuers, while working with the project team to ensure accurate and timely execution of pricing transactions. Ms. Litzebauer has worked with clients such as the Union County Improvement Authority, Middlesex County Improvement Authority and the Township of Fairfield.

In 2010, Ms. Litzebauer has been assisting the City of Newark's Brick City Development Corporation and the Township of Fort Lee in undertaking financial analysis of redevelopment projects including economic impact studies and the effect of new legislative options to enhance redevelopment projects.

Most recently, Ms. Litzebauer assisted the Monmouth County Improvement Authority in issuing \$40,325,000 in Governmental Pooled Loan Revenue Bonds in 2011. The financing consisted of financing general improvement for nine various participants from Monmouth County. One of Ms. Litzebauer tasks in the transaction was to act as the main contact between the Improvement Authority and the participants in order to assist in coordinating the sale.

Susquehanna University

Bachelor of Science in Business Administration

FINRA License

52 (Municipal Securities Representative)

63 (Uniform Securities Agent)



BRYAN A. MORRIS, VICE PRESIDENT**bmorris@nwfinancial.com**

Bryan A. Morris joined NW Financial in March of 2010 performing duties to assist in all areas of NW Financial's operations. He has assisted in Financial Advisory work for several clients including the Gloucester County Utilities Authority, the North Hudson Sewerage Authority, the East Hanover School District, the Borough of Tinton Falls, and the Passaic Valley Water Commission among others. Mr. Morris' expertise in debt models, financial projections and ratings presentations has benefited a variety of clients in transaction related advisory work. The transaction-related work has required him to create various debt structuring and bond modeling scenarios, prepare New Jersey Local Finance Board applications and transaction documents, evaluate underwriter proposals and coordinate transactions from inception to closing. His knowledge of the DBC Finance software has enabled him to meet client's changing needs and offer insightful approaches to financings.

Further, he has been involved with the Gloucester County Utilities Authority's day to day work including refunding and savings analysis and providing support in trust accounting for their involvement with the New Jersey Environmental Infrastructure Trust. Mr. Morris has also played an active role in the Hudson County Improvement Authority's Pooled Note Program, which has assisted municipalities in the County to save over \$4,000,000 in 2010.

Mr. Morris also assists members of the trading desk by performing various tasks associated with the trading and underwriting of municipal securities. His exposure to the diverse areas of the Public Finance industry through this role at NW Financial has enabled him to contribute to the firm's success in a variety of ways.

The College of New Jersey

Bachelor of Science in Business Administration: Finance

FINRA License

52 (Municipal Securities Representative)

63 (Uniform Securities Agent)



TIMOTHY S. EISMEIER, VICE PRESIDENT**teismeier@nwfinancial.com**

Tim Eismeier joined NW Financial in 2010 assisting in all areas of NW Financial's operations. Mr. Eismeier has served as Financial Advisor for the City of Newark. In this role, Mr. Eismeier has worked with the City to prepare ratings presentations to Moody's Investor Services, as well as a variety of transaction-related advisory work. In addition, Mr. Eismeier has created various debt structuring scenarios, prepared Local Finance Board applications, filed SLG applications, and coordinated with other professionals and officials to ensure the timely closing of a number of financings for the City. Mr. Eismeier has also assisted in Financial Advisory work for various other clients, including the Pennsylvania Turnpike Commission, the Township of Readington, the Township of Parsippany-Troy Hills, the Borough of Sayreville and the Bayonne Municipal Utilities Authority.

Mr. Eismeier has been integrally involved in numerous, complex underwritings for NW Capital Markets. In 2011, Mr. Eismeier worked with the Union County Utilities Authority to structure \$136,745,000 Resource Recovery Facility Lease Revenue Bonds and \$69,080,000 Solid Waste System Revenue Bonds, which collectively will strengthen Union County's solid waste system and provide numerous financial benefits to the County, the Authority and the local municipalities of Union County. In his role as an Analyst for NW Capital Markets, Mr. Eismeier has also structured debt offerings for the Union County Improvement Authority, the Secaucus Municipal Utilities Authority, the Middlesex County Improvement Authority and the Jersey City Municipal Utilities Authority.

Prior to joining NW Financial, Mr. Eismeier served as an intern in the White House Office of Political Affairs in the fall of 2008. As a White House intern, Tim performed research in electoral politics, helped to coordinate efforts between the White House and various political campaigns, and assisted in the day to day operations of the Office of Political Affairs. Tim also served as an intern at NW Financial in the summers of 2008 and 2009 learning the basics of municipal finance.

Hamilton College

Bachelor of Arts

FINRA Licenses

52(Municipal Securities Representative)



APPENDIX B. JERSEY CITY TRANSACTIONS

Please review our firm's experience as Financial Advisor to the City of Jersey City since 2010:

| Sale Date | Deal Size | Issuer | Description | Role | Type |
|-----------|--------------|---|--|-------------------|-------------|
| 2013 | \$9,687,000 | City of Jersey City | Notes consisting of: \$7,797,000 Refunding Notes (Real property tax appeal), series 2013A and \$1,890,000 Special Emergency Notes, Series 2013B | Financial Advisor | Competitive |
| 2013 | \$36,720,000 | City of Jersey City | General Obligation Refunding Bonds consisting of: \$24,670,000 Qualified Public Improvement Refunding Bonds, Taxable Series 2013A and @12,050,000 Qualified Water Improvement Refunding Bonds, Taxable Series 2013B | Financial Advisor | Negotiated |
| 2012 | \$5,965,000 | City of Jersey City | Special Emergency Notes, Series 2012 H | Financial Advisor | Negotiated |
| 2012 | \$17,580,000 | City of Jersey City | Notes consisting of: \$4,400,000 Refunding Notes (Real Property tax appeal), Series 2012E & \$13,180,000 Special Emergency Notes, Series 2012 F | Financial Advisor | Negotiated |
| 2012 | \$5,965,000 | City of Jersey City | Special Emergency Notes, Series 2012 H | Financial Advisor | Negotiated |
| 2012 | \$17,580,000 | City of Jersey City | Notes consisting of: \$4,400,000 Refunding Notes (Real Property tax appeal), Series 2012E & \$13,180,000 Special Emergency Notes, Series 2012 F | Financial Advisor | Negotiated |
| 2012 | \$24,360,000 | City of Jersey City | General Obligation Refunding Bonds | Financial Advisor | Negotiated |
| 2012 | \$24,875,000 | City of Jersey City | Qualified General Improvement Bonds, Series 2012 | Financial Advisor | Competitive |
| 2012 | \$13,396,195 | City of Jersey City | Note Consisting of: \$10,876,195 Refunding Notes (Real Property Tax Appeal), Series 2012B & \$2,520,000 Special Emergency Notes, Series 2012C | Financial Advisor | Negotiated |
| 2011 | \$35,245,000 | Jersey City Municipal Utilities Authority | \$19,290,000 Sewer Revenue Refunding Bonds & \$8,725,000 Water Revenue Bonds, Series 2011 | Sole Manager | Negotiated |
| 2011 | \$5,761,160 | City of Jersey City | Taxable Anticipation Refunding Notes, Real Property Tax Appeal, Series 2011B | Financial Advisor | Competitive |
| 2010 | \$90,915,000 | City of Jersey City | General Obligation Bonds consisting of \$84,495,000 General Improvement Bonds (Build America Bonds – Direct Payment), Taxable Series 2010 B AND \$6,420,000 General Improvement Bonds (Recovery Zone Economic Development Bonds – Direct Payment, Series 2010C | Financial Advisor | Negotiated |



| Sale Date | Deal Size | Issuer | Description | Role | Type |
|----------------------------|---------------|---|---|--------------|------------|
| 2007 | \$31,370,000 | Jersey City Municipal Utilities Authority | Sewer Revenue Refunding Bonds, Series 2007 | Sole-Manager | Negotiated |
| 2006 | \$137,060,000 | City of Jersey City | General Obligation Refunding Bonds Consisting of: Qualified Public Improvement Refunding Bonds, Series 2006A&2006B(taxable);Qualified Pension Obligation Refunding Bonds,series2006C(Taxable);Qualified Water Refunding Bonds, Series 2006D & Qualified Fiscal Year Adjustment Refunding Bonds, Series 2006E(taxable) | Co-Manager | Negotiated |
| 2005 | \$33,310,000 | City of Jersey City | Qualified School Refunding Bonds, Series C | Co-Manager | Negotiated |
| 2004 | \$128,855,000 | City of Jersey City | General Obligation Bonds | Co-Manager | Negotiated |
| Total \$745,724,355 | | | | | |



APPENDIX C. REFERENCES

Our clients can speak to the quality of work and professionalism of NW Financial professionals. Whether our clients require our participation at meetings, hearings, and presentations or need additional information or analysis, we make every effort to support all of their financing-related needs. Listed below are references for clients assisted by our firm.

City of Newark

Mr. Julien Neals, Esq.
Business Administrator
828 Broad Street
Newark, NJ 07102
(973) 733-3780

Township of Weehawken

Mayor Richard Turner
Municipal Building
400 Park Avenue
Weehawken, NJ 07087
(201) 319-6000

Borough of Roselle

Mayor Jamel Holley
Municipal Building
210 Chestnut St
Roselle, NJ 07203
(908) 245-5600

Union County Utilities Authority

Mr. Daniel Sullivan
Executive Director
1499 Routes 1 & 9 North
Rahway, NJ 07065
(732) 382-9400

County of Passaic

Mr. Anthony DeNova
County Administrator
Administration Building
403 Grand Street
Paterson, NJ 07505
(973) 881-4405

Hudson County Improvement Authority

Mr. Norman Guerra
Chief Executive Officer
574 Summit Avenue, 5th Floor
Jersey City, NJ 07306
(201) 324-6222



APPENDIX D. REQUIRED DOCUMENTS



CITY OF JERSEY CITY

PROJECT: Financial Advisory

RESPONDENT: NW Financial Group, LLC

RESPONDENT'S CHECKLIST

| Item | Respondent Initial | Inspector Initial |
|--|-----------------------|----------------------|
| A. Non-Collusion Affidavit properly notarized | | |
| B. Public Disclosure Statement | | |
| C. Mandatory Affirmative Action Language | | |
| D. Americans with Disabilities Act | | |
| E. MWBE Questionnaire | | |
| F. Affirmative Action Compliance Notice | | |
| G. Employee Information Report | | |
| H. Business Registration Certificate | | |
| I. Original signature(s) on all required forms. | | |
| J. Certification of Compliance with the City's Pay to Play Ordinance | | |

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Principal

of the firm of NW Financial Group, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent)


Daniel C. Mariniello

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY

2nd Day of December

OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey

MY COMMISSION EXPIRES: 206/4/14



COMMISSION EXPIRES JUNE 4, 2014
STATE OF NEW JERSEY
NOTARY PUBLIC
NORMA T. GILYARD

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

| Name | Address | % owned |
|-------------------|---|---------|
| Dennis J. Enright | 136 Terrace Avenue Jersey City, NJ 07307 | 73% |
| | | |
| | | |
| | | |
| | | |

SIGNATURE:

Daniel C. Mariniello

TITLE:

Principal

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

2nd Day of December OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey

MY COMMISSION EXPIRES: 28. 6/4/14

NORMA T. GILYARD
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 4, 2014

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
WITH THIS PROPOSAL).

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Daniel C. Mariniello, Principal

Representative's Signature: 

Name of Company: NW Financial group, LLC

Tel. No.: 201-656-0115

Date: 12/2/13



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 45453

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2010 to 15-SEP-2017

NW FINANCIAL GROUP LLC
2 HUDSON PLACE
HOBOKEN

NJ 07030



[Signature]

Andrew P. Sidamon-Eristoff
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jensen City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Daniel C. Mariniello, Principal

Representative's Signature: [Signature]

Name of Company: NW Financial Group, LLC

Tel. No.: 201-656-0115

Date: December 2, 2013

ANTI-HARASSMENT/ ANTI-DISCRIMINATION POLICY & REPORTING PROCEDURE

NW Financial Group LLC is an equal employment opportunity employer. It is the policy of NW Financial to make employment decisions without regard to race, color, religion, sex, age, national origin disability, sexual orientation, marital status or any other protected category.

It is the policy of NW Financial Group (The "Company") that all employees should be able to enjoy a work environment free from all forms of discrimination, including harassment. As such, the Company is committed to vigorously enforcing their Anti-harassment/Anti-discrimination Policy. This policy applies to all employees of the organization (without regard to position) and individuals not directly connected to the Company (e.g., an outside vendor, consultant, customer or guest).

Title VII of the Civil Rights Act of 1964, the ADEA and the ADA prohibit employment discrimination based on race, color, religion, disability, sex, age, or national origin. Harassment is considered a form of discrimination and is specifically included among the prohibitions under Title VII of the Civil Rights Act of 1964. This policy prohibits discrimination and harassment on these as well as on the basis of familial status, marital status and on any other basis that may become illegal. In addition, retaliation or reprisal taken against anyone who has expressed concern about harassment or discrimination against the individual raising the concern is illegal.

The Equal Employment Opportunity Commission (EEOC) has defined one form of harassment, sexual harassment, as "unwelcome sexual advances, requests for sexual favors, sexual comments, or other verbal or physical acts of a sexual or sex-based nature including, but not limited to drawings, pictures, jokes, and/or teasing where (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment; (2) an employment decision is based on an individual's acceptance or rejection of such conduct; or (3) such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment."

Our Anti-harassment/Anti-discrimination Policy prohibits all forms of harassment, discrimination and/or retaliation by any individual employed by, doing business with or for, or visiting the Company. Employees who believe they have been the subject of harassment, discrimination and/or retaliation or an employee who may have been a witness to harassment and/or retaliation must report the incident immediately to a manager of the Company. Those who have an immediate need to know, including the alleged target of harassment or retaliation, the alleged harassers or retaliators, and any witnesses will be informed of the identity of the complainant. All individuals contacted in the course of an investigation will be advised that all persons contacted during the investigation are entitled to respect and that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided information in connection with a complaint, is a separate violation of the Company's policy. All information will be disclosed only on a need-to-know basis to allow the Company to investigate and resolve the incident. The Company recognizes the serious nature of harassment and discrimination and will endeavor to protect, as is possible, the

employee who may have been subjected to harassment or discrimination, any witnesses and the party against whom allegations have been made. Confidentiality depends on all parties agreeing not to discuss the investigation with others. The Company will take reasonable steps to repair the reputation of anyone who is falsely accused.

Harassment and discrimination are unlawful and have a negative impact on employees. Violation of the Anti-harassment Policy/Anti-discrimination will not be tolerated by the Company and may result in discipline up to and including termination. Offensive acts or conduct have no legitimate business purpose; accordingly, any employee, regardless of his/her position within the Company, who it is determined has engaged in such conduct will be made to bear the full responsibility for such unlawful conduct.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : NW Financial Group, LLC

Address : 2 Hudson Place, 3rd Floor, Hoboken, NJ 07030

Telephone No. : 201-656-0115

Contact Name : Daniel C. Mariniello

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON
SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that NW Financial group, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract NW Financial Group, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed

[Signature] Title: Principal

Print Name Daniel C. Mariniello Date:

Subscribed and sworn before me
this 2 day of 12, 2013.
My Commission expires:

(Affiant)

[Signature]

(Print name & title of affiant)

(Corporate

Seal)

NORMA T. GILYARD
NOTARY PUBLIC
STATE OF NEW JERSEY

MY COMMISSION EXPIRES JUNE 4, 2014

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 .

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): Daniel C. Mariniello, Principal

Representative's Signature: 

Name of Company: NW Financial group, LLC

Tel. No.: 201-656-0115 Date: 12/2/13

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

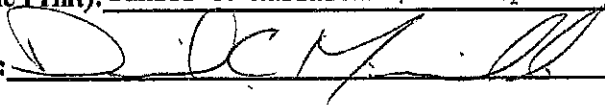
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Daniel C. Mariniello, Principal

Representative's Signature: 

Name of Company: NW Financial Group, LLC

Tel. No.: 201-656-0115

Date: 12/2/13

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: NW Financial Group, LLC

Address: 2 Hudson Place, 3rd Fl, Hoboken, NJ 07030

Telephone No.: 201-656-0115

Contact Name: Daniel C. Mariniello

Please check applicable category :

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: NW Financial Group, LLC

SIGNATURE: 

DATE: 12/2/13

PRINT

NAME: Daniel C. Mariniello

TITLE: Principal



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

| | |
|----------------------------|-------------------------------------|
| Taxpayer Name: | NW FINANCIAL GROUP, L.L.C. |
| Trade Name: | |
| Address: | 2 HUDSON PLACE HOBOKEN, NJ 07030 |
| Certificate Number: | 0084838 |
| Effective Date: | June 26, 1996 |
| Date of Issuance: | July 16, 2012 |

For Office Use Only:
20120716110054719



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

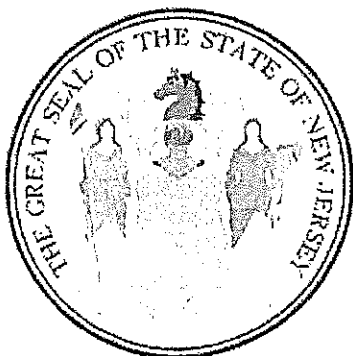
APPROVED *under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges NW FINANCIAL GROUP LLC as a **Category 2** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.



Andrew Pantelides
Assistant Director

Issued: January 15, 2013
Certification Number: 62387-20

Expiration: January 14, 2016

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING**

NW FINANCIAL GROUP, L.L.C.

0600027260

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on April 30, 1996.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*Rdinaldo M D Argenio Esq
210 Sylvan Ave
Englewood Cliffs, NJ 07632 0000*



Certification# 117155723

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
17th day of May, 2010*

A handwritten signature in black ink, appearing to be "R. Argenio", is written over the official seal of the State Treasurer.

State Treasurer

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
D & O Partners, Inc.
1140 Bloomfield Avenue,
Suite 219
West Caldwell NJ 07006

CONTACT NAME: Harley Ratner
PHONE (A/C, H/O, Ext): 973-521-7051 FAX (A/C, H/O):
E-MAIL: harley@dopartners.com
PRODUCER
CUSTOMER ID #:

INSURED
NW Financial Group, LLC
2 Hudson Place
Hoboken NJ 07030

INSURER(S) AFFORDING COVERAGE
INSURER A: National Union Fire Insurance Company
INSURER B: of Pittsburgh, PA.
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE | ADD. SUBR. (INS. / W/O) | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|---|--------------------------|---------------|--------------------------|--------------------------|--|
| GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> C/O <input type="checkbox"/> LOC | <input type="checkbox"/> | N/A | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | <input type="checkbox"/> | N/A | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ |
| UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | <input type="checkbox"/> | N/A | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NJ) If yes, describe under SPECIAL PROVISIONS below | <input type="checkbox"/> | N/A | | | WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| X Professional Liability | <input type="checkbox"/> | 01-565-81-22 | 11/05/2013 | 11/05/2014 | Limit: \$2,000,000 / \$2,000,000 Deductible: \$10,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Harley Ratner



CERTIFICATE OF LIABILITY INSURANCE

NWFIN-1

OP ID: RK

DATE (MM/DD/YYYY)

09/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Otterstedt Agency-EC CL
Englewood Cliffs Comm Lines
540 Sylvan Avenue
Englewood Cliffs, NJ 07632

Phone: 201-227-1800
Fax: 201-227-5020

CONTACT NAME: Ronald Kopacka

PHONE (A/C, No, Ext): 201-227-1800

FAX (A/C, No): 201-227-5022

E-MAIL ADDRESS: rkopacka@otterstedt.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Sentinental Insurance Co.

37478

INSURER B: Hartford Casualty Insurance Co

37478

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
NW Financial Group, LLC
NW Advisory Group, Inc.
NW Capital Markets, Inc
Disclosure Management Corp.
2 Hudson Place, 3rd Floor
Hoboken, NJ 07030

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | 13SBAZR9795SB | 09/04/2013 | 09/04/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 13SBAZR9795SB | 09/04/2013 | 09/04/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 13SBAZR9795SB | 09/04/2013 | 09/04/2014 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | 13WBCBN0099 | 06/01/2013 | 06/01/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Property | | 13SBAZR9795SB | 09/04/2012 | 09/04/2013 | B.P.P. 382000/1000 Tenants I 150000/1000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

SAMPLE1

File Copy of Certificate
For Evidentiary
Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph C. Pisci, Jr.

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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.029

Agenda No. 10.Y

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH DOYLE ALLIANCE GROUP, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS) TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE MANAGEMENT AND NON-MANAGEMENT LIFE INSURANCE POLICIES

COUNCIL
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City ("City") requires the services of an insurance consultant and broker to negotiate and obtain contracts with companies that provide life insurance; and

WHEREAS, Doyle Alliance Group, Inc., 90 Woodbridge Center Drive, Suite 150, Woodbridge, NJ 07095, will provide this service at no cost to the City; and

WHEREAS, N.J.S.A. 40A 11-5(1)(m) authorizes the award of contracts for insurance consulting services in accordance with the requirements of an extraordinary unspecifiable services (EUS) contract award; and

WHEREAS, the City has a need to acquire these services pursuant to a fair and open process, pursuant to N.J.S.A. 1944-20.4 et seq.; and

WHEREAS, the City issued a Request for Qualifications and received 10 responses as stated in the Certification attached hereto; and

WHEREAS, the Business Administrator has certified that these services qualify as an extraordinary unspecifiable (EUS) services under the Local Public Contracts Law, N.J.S.A. 40A11-1 et seq., and

WHEREAS, pursuant to N.J.S.A. 19:44A-20-4 et seq., Doyle Alliance Group, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Doyle Alliance Group, Inc. has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous year, and that the contract will prohibit Doyle Alliance Group, Inc. from making any reportable contributions through the term of the contract; and

WHEREAS, Doyle Alliance Group, Inc. has certified that they have not made any reportable contributions in the one year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute this resolution with Doyle Alliance Group, Inc. to provide insurance consulting services to the City and to be the City's broker of record for purchasing of management and non-management life insurance for active and eligible retired employees.
2. The term of the contract shall be for one (1) year, commencing January 1, 2014 and ending December 31, 2014.

City Clerk File No. Res. 14.029Agenda No. 10.Y JAN 15 2014

TITLE:

RESOLUTION AUTHORIZING A CONTRACT WITH DOYLE ALLIANCE GROUP, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS) TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE MANAGEMENT AND NON-MANAGEMENT LIFE INSURANCE POLICIES

3. This contract is awarded as an Extraordinary, Unspecifiable Service (EUS) in accordance with N.J.S.A. 40A:11(a)(ii) of the Local Public Contracts law because of the reasons stated in the Certification attached hereto.
4. This contract is awarded using a fair and open process in accordance with N.J.S.A. 19:44A-20-4 et seq.
5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and
6. The resolution authorizing the award of this contract shall be available for public inspection.

BE IT FURTHER RESOLVED that the above named company and persons shall have full authority to investigate and evaluate the dental plans presently in effect within the City of Jersey City as to the above mentioned area and the above mentioned company and persons should submit proposals and recommendations accordingly.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel


Certification Required ☐Not Required ☐**APPROVED 9-0**


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

14.029 JAN 15 2014

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO DOYLE ALLIANCE GROUP, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

DATE: December 18, 2013
TO: Municipal Council
FROM: Robert Kakoleski, Acting Business Administrator
RE: Contract for Broker of Record

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Doyle Alliance Group, Inc.
Cost: Not Applicable
Period: January 1, 2014 thru December 31, 2014
Purpose: Evaluate and assess the Life Insurance Policies for Management and Non-Management Employees and Eligible Retirees

This is requested to be awarded without competitive bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

- 1) Provide a clear description of the nature of the work to be done.

Doyle Alliance Group, Inc., will evaluate and monitor the two life insurance policies for all enrollees in an effort to reduce costs for the City.

- 2) Describe in detail why the contract meets the provisions of the statute and rules.

These services require a detailed knowledge of the insurance arena. Doyle Alliance Group, Inc., as an insurance broker, has extensive experience in this area and will avail themselves of all information necessary to perform a thorough cost analysis.

- 3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

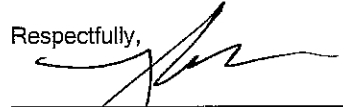
The performance of the services requires expertise in a variety of fields including having a through knowledge and understanding of the insurance industry and dental costs.

- 4) List the solicitation received:

Doyle Alliance Group, Inc.
RD Parisi Associates
Acrisure, LLC
Frenkel Benefits
Conors, Strong & Buckelew
USI Insurance Services, LLC
Alamo Insurance Group, Inc.
Gormley, Lore & Murphy Insurance Agency, Inc.
Fairview Insurance Agency Associates, Inc.

- 5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as Extraordinary Unspecifiable Service in accordance with the requirements thereof.

Respectfully,


Name: Robert Kakoleski
Acting Business Administrator

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.030

Agenda No. 10.Z

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING THE APPLICATION OF THE HISTORIC PAULUS HOOK ASSOCIATION FOR THE RENOVATION OF THE PAULUS HOOK PARK FROM THE HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the Hudson County Open Space, Recreation, and Historic Preservation Trust Fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations who are sponsored by their local municipality for assistance in the development or redevelopment of historical capital projects and/or historical rehabilitation plans; and,

WHEREAS, the Historic Paulus Hook Association ("HPHA") desires to further the public interest by obtaining a matching grant of \$300,000 from the County Trust Fund to fund the following project: Renovation of Paulus Hook Park; and,

WHEREAS, the County of Hudson shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Hudson for the above named project and ensure its completion on or about the project contract expiration date.

NOW, THEREFORE, BE IT RESOLVED by the City of Jersey City Municipal Council:

1. That HPHA is not requesting funding from the City of Jersey City but requires the City's partnership in bidding work to be funded by this grant; and
2. That it is hereby authorized to submit the above completed project application to the County by the deadline of January 17, 2014, as established by the County; and
3. That HPHA is committed to providing a match for the project in the amount of \$300,000 through private fundraising, New Jersey Green Acres funding, and New Jersey Historic Trust funding; and
4. That only those historical works identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement; and
5. That HPHA and the City of Jersey City agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
6. That this resolution shall take effect immediately.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Municipal Endorsing Resolution--Renovation of Paulus Hook Park

Initiator

| | | |
|---------------------|---------------------|--------------------|
| Department/Division | Office of the Mayor | |
| Name/Title | Douglas Carlucci | Mayor's Aide |
| Phone/email | 201-547-4943 | dcarlucci@icnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

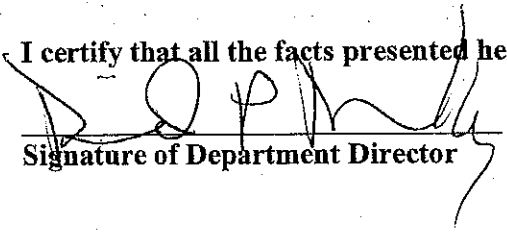
To state City of Jersey City's technical and administrative support for Hudson County Open Space Trust Fund application by Historic Paulus Hook Association ("HPHA") for renovation of Paulus Hook Park.

HPHA is applying for \$300,000 from Trust Fund. HPHA will fund grant match through private donations. City has no funding obligations for this project.

Resolution states City will assist HPHA by bidding park renovation work through the public bidding process.

City will continue to be responsible for maintenance of renovated park.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.031

Agenda No. 10.Z.1

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM THE SNOWFLAKE FOUNDATION,

COUNCIL AS WHOLE
Resolution:

Offered and moved adoption of the following

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, by a letter dated December 23, 2013, the City of Jersey City committed to accept the donated the sum of One Hundred and Eighty Thousand Dollars (\$180,000.00) to the City of Jersey City to be used solely to install athletic field lighting at the Multi-purpose Field in the Ed Ford Athletic Complex at Caven Point; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The acceptance of a donation in the amount of One Hundred and Eighty Thousand Dollars (\$180,000.00) from the Snowflake Foundation to be used to install athletic field lighting at the Multi-purpose Field in the Ed Ford Athletic Complex at Caven Point, and is hereby approved; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks the Snowflake Foundation for their generosity.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM THE SNOWFLAKE FOUNDATION

Initiator

| | | |
|---------------------|---------------------|-------------------------------|
| Department/Division | Office of the Mayor | |
| Name/Title | David Donnelly | Senior Administrative Analyst |
| Phone/email | 5748 | ddonnelly@icnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

It is one of the top priorities of the Fulop administration to improve the recreational opportunities for all of the youth in our city.

Therefore, this administration has partnered with the Jersey City Public Schools in a co-operative effort with the Jersey City Recreation Foundation and the Jersey City Soccer Association for the rehabilitation of the "Ed Ford" Athletic Complex multi-purpose field.

This gift of \$180,000 will allow us to install high-efficiency sports lighting at this field.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.032

Agenda No. 10.Z.2

Approved: JAN 15 2014



TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE ACCEPTANCE OF GRANT AWARD AND THE
EXECUTION OF A GRANT AGREEMENT WITH PETSMART CHARITIES, INC.**

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City, Department of Health and Human Services Division of Health (City) is desirous of entering into contract wherein PetSmart Charities, Inc. will provide funding for surgeries for spay and neuter animals belonging to residents of (Jersey City, NJ); and

WHEREAS, PetSmart Charities, Inc. has awarded the City a grant to cover the expenses for approximately 1,000 spay and neuter animal surgeries, 400 owned dogs and 600 owned cats, in the amount of \$99,990.00, for the period of February 3, 2014 thru February 3, 2015; and

WHEREAS, the City will coordinate and provide the services to the public as set forth on grant statement attached; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from PetSmart Charities, Inc.; and

WHEREAS, the City will set-up an account for the grant funds.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to execute an agreement, in substantially the form of the attached, with PetSmart Charities, Inc. for funding and to accept the grant award for the City of Jersey City Department of Health and Human Services, Health Division for the period of February 3, 2014 to February 3, 2015 in the amount of \$99,990.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the PetSmart Charities, Inc. grant, including the administrative compliance and audit.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF GRANT AWARD AND THE EXECUTION OF A GRANT AGREEMENT WITH PETSMART CHARITIES, INC.

2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Stacey Flanagan (201) 547-6560.

3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:

The City of Jersey City will utilize PetSmart Foundation funding to provide low-income and working poor members of the community access to a low-cost spay/neuter program for pets. Veterinary services will be provided through a partnership with a local non-profit service and up to (7) additional for profit veterinary clinics who have agreed to pricing. The City has identified target areas with the most pet population control issues, the highest poverty rates, and the highest owner surrender rates.

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:

The goal of the program is to ensure that 100% of the funding from the PetSmart Foundation is made available to working low-moderate income pet owners who will not or cannot have their pets spayed/neutered due to the costs associated with private veterinary services. By targeting the areas identified, the City feels it can help reduce most of the pet problems the community has seen rise in the past 3 years. The City also looks to increase pet wellness and pet education programs.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

Many members of the community cannot afford to have their pet neutered or spayed. Although the State of New Jersey offers these services through low cost programs, they are solely provided to individuals on public assistance. Our program will benefit animal owners who meet the low-moderate income range. The City looks at this targeted program as a means to alleviate and reduce the number of surrenders, stray/abandoned and calls about dead animals.

6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):

Corporate Funds \$99,990.

7. DATE PROPOSED OR PROJECT WILL COMMENCE: February 3, 2014

8. ANTICIPATED COMPLETION DATE: February 3, 2015

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:

Paul Bellan-Boyer (201) 547-5114

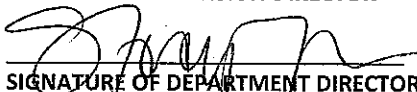
10. Additional Comments:

Jersey City will be the first Municipality in the State to do this type of program

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DIVISION DIRECTOR

1/8/14
DATE


SIGNATURE OF DEPARTMENT DIRECTOR

1/8/14
DATE

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.033

Agenda No. _____ 10.Z.3

Approved: _____ JAN 15 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE ON AGING

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION
of the following Resolution:

WHEREAS, the City of Jersey City, Department of Health and Human Services Division of Senior Citizen Affairs (City) is desirous of entering into a grant agreement with the County of Hudson Department of Health and Human Services Office on Aging (County) in order to provide meals to senior congregate sites, to homebound elderly over the age of 60 years and socialization to ensure their well being; and

WHEREAS, this grant is for the period of January 1, 2014 thru December 31, 2014 in the amount of \$1,193,327; and

WHEREAS, the City will provide monetary matching funds in the amount of \$298,332 which will be allocated under CY 2014 temporary budget; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services Office on Aging.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to accept for the City of Jersey City, Department of Health and Human Services Division of Senior Citizen Affairs a grant for calendar year 2014 in the amount of \$1,193,327 from County of Hudson Department of Health and Human Services Office on Aging.
2. The City will provide monetary matching funds in the amount of \$298,332.
3. The Mayor and/or Business Administrator is authorized to execute the grant agreement, in substantially the form of the attached.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14

| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
|---------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT
AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND
HUMAN SERVICES OFFICE ON AGING.

**2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE
RESOLUTION:**

Stacey Flanagan (201) 547-6560

**3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE
RESOLUTION:**

CY 2013 Senior Nutrition Meals on Wheels and Congregate Sites Programs.

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:

To facilitate and assist seniors by providing nutritional meals in homes and at sites.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

Providing nutritional meals to senior citizens who are in need.

**6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF
CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND
IN-KIND CONTRIBUTIONS):**

State/County \$1,193,327.00

City Cash Match \$298,332.00

7. DATE PROPOSED OR PROJECT WILL COMMENCE:

January 1, 2014

8. ANTICIPATED COMPLETION DATE:

December 31, 2014

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,

Larry Eccleston (201)547-5838.

10. Additional Comments:

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR

DATE



SIGNATURE OF DEPARTMENT DIRECTOR

1/6/14
DATE

Thomas A. DeGise
County Executive

Sandra Vasquez
Executive Director, AAA/ADRC

County of Hudson
Department of Health and Human Services
Area Agency on Aging/
Aging and Disabilities Resource Connection
595 County Ave, Bldg. 2, Secaucus, NJ 07094
Telephone: (201) 369-4313
Toll Free: (877)-222-3737
Fax: (201) 369-4315

Susan Mearns
Acting Director, DHHS

Nicole Harrison-Garcia
Deputy Director, DHHS

January 2, 2014

Stacey Flanagan, Department Director
City of Jersey City Office on Aging/Dept. of HHS
1 Journal Square Plaza 2nd Floor
Jersey City, NJ 07306

Re: 2014 Area Agency on Aging/Aging and Disabilities Resource Connection
(AAA/ADRC) Notice of Initial Allocation

The following table details your agency's initial and projected final allocation for CY2014. Your allocation has been approved by the Hudson County Board of Chosen of Freeholders on December 23, 2013. Please use this budget projection when preparing your agency's 2014 Contract with the Hudson County AAA/ADRC.

Please be certain to include the 25% match requirement consistent with your agency's proposal. Please budget your program accordingly based upon the allocation amount represented below.

| Project # | Service | Funding Source | Initial Allocation | Projected Total Allocation |
|-----------|------------------------------|----------------|---------------------|----------------------------|
| 206 | Home Delivered Nutrition | COLA | \$352,950.00 | \$352,950.00 |
| 207 | Weekend Home Delivered Meals | COLA | \$23,152.00 | \$23,152.00 |
| 205 | Congregate Nutrition | III-C-1 | \$68,291.00 | \$124,777.00 |
| 206 | Home Delivered Nutrition | III-C-2 | \$92,093.00 | \$184,186.00 |
| 205 | Congregate Nutrition | NSIP | \$21,000.00 | \$101,000.00 |
| 206 | Home Delivered Nutrition | NSIP | \$21,062.00 | \$100,062.00 |
| 261 | Home Delivered Nutrition | SSBG | \$262,200 | \$262,200 |
| 207 | Weekend Home Delivered Meals | SWHDM | \$45,000.00 | \$45,000.00 |
| | | Total | \$885,748.00 | \$1,193,327.00 |

Your agency will need to prepare a 2014 contract to reflect this budget by
January 15, 2014.

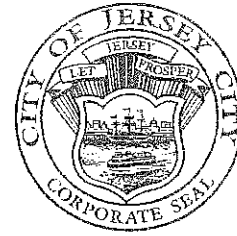
If you have any questions, please do not hesitate to contact me directly at 201-369-4313.
Very truly yours,

Sandra Vasquez, Executive Director

cc: Susan Mearns, Acting Director, DHHS
Shemsu Ali, Fiscal Analyst
Lawrence Eccleston, Executive Director
Elizabeth Castillo, Fiscal Office

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.034
Agenda No. 10.Z.4
Approved: JAN 15 2014
TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN SHARE OUR STRENGTH (SOS) FOR A COOKING MATTERS AT THE STORE PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Health and Human Services operates nutrition programs for senior citizens, expectant mothers and their children to ensure proper nutrition among various populations and demographics, and

WHEREAS, there exists a need to address issues associated with proper nutrition, diet and eating habits among lower income families and residents in Jersey City, and

WHEREAS, a disproportionate number of these families do not enjoy proper nutrition and eating habits which have historically been a source of illness and other associated health and social problems, and

WHEREAS, this program perfectly fulfills one of the five promises, a healthy start, which can lead to long-term benefits like better attendance in school and higher graduation rates, and

WHEREAS, Share Our Strength seeks to empower families and caregivers of low-income children to purchase and prepare healthy food on a budget through Cooking Matters at the Store® grocery store tours offered by a network of community partners across the country, and

WHEREAS, Share Our Strength will make available the Cooking Matters at the Store Program content and curriculum to the Department of Health and Human Services for no fee from February 1, 2014 to June 30, 2014, and

WHEREAS, City agrees to reach 2,000 low income moms of children zero to five years old through the grocery store tour program, and

WHEREAS, Share Our Strength will pay the City, monthly, a fee equal to \$10 per low income program participant, up to a sum total of \$20,000, who completes a Cooking Matters at the Store tour in that month, and

WHEREAS, by offering a holistic approach to addressing the high needs for nutrition education to the City and the program participants will more fully realize other positive outcomes which are deemed valuable to Jersey City Department of Health and Human Services.

City Clerk File No. Res. 14.034
 Agenda No. 10.2.4 JAN 15 2014

TITLE:

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said Agreement between Share Our Strength and the Department of Health and Human be approved and awarded as described above, and that such an Agreement be drawn up and executed; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

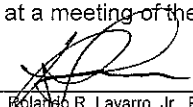
APPROVED 9-0

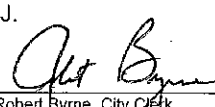
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN SHARE OUR STRENGTH (SOS) FOR A COOKING MATTERS AT THE STORE PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Stacey Flanagan (201) 547-6560.

3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:

Share Our Strength seeks to empower families and caregivers of low-income children to purchase and prepare healthy food on a budget through Cooking Matters at the Store® grocery store tours offered by a network of community partners across the country. Cooking Matters at the Store tours provide grocery stores committed to increasing access to healthy foods a unique opportunity to help the communities they serve. Independent stores or grocery store chains can be invited to host tours and fund the cost of the \$10 challenge as an incentive to participants.

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:

To address the need of bringing Food Shopping Skills to families at risk of hunger.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

Through this program we will create an increase in consumer confidence in identifying and purchasing healthy foods; increasing the demand for healthy foods and to increase awareness of the grocery store as a trusted partner in healthy living.

6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):

No cost to the City. Share Our Strength will provide the City of Jersey City \$10.00 per participant up to \$20,000.

7. DATE PROPOSED OR PROJECT WILL COMMENCE: February 1, 2014

8. ANTICIPATED COMPLETION DATE: June 30, 2014

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:

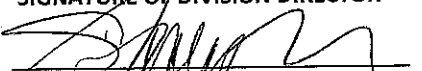
Stacey Flanagan (201) 547-6560

10. Additional Comments:

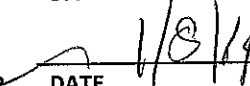
I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR

DATE


SIGNATURE OF DEPARTMENT DIRECTOR

DATE


1/8/14

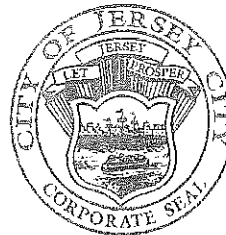
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.035

Agenda No. 10.2.5

Approved: JAN 15 2014

TITLE:



A RESOLUTION URGING THE NEW JERSEY TURNPIKE AUTHORITY TO STOP PLANS TO PRIVATIZE TURNPIKE TOLL COLLECTORS

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the New Jersey Turnpike Authority has sought proposals to privatize its Toll Collector services, a move, it is claimed, that will save the Authority money on salaries and benefits currently paid to its Toll Collectors; and

WHEREAS, New Jersey currently has one of the highest unemployment rates in the region at 8.4% and the State's poverty rate is at an all-time high; and

WHEREAS, in 2011, when the New Jersey Turnpike Authority previously threatened to privatize its Toll Collectors, the Toll Collectors' union agreed to accept dramatic salary cuts of 30% and other concessions to save their jobs; and

WHEREAS, the New Jersey Turnpike Authority has saved more than \$30 million dollars as a result of the pay cuts and concessions Toll Collectors have already made, and

WHEREAS, newly hired New Jersey Turnpike Toll Collectors make less than \$35,000 a year, and privatizing their jobs will further reduce their wages to poverty levels; and

WHEREAS, the Turnpike Authority once employed nearly 1,000 Toll Collectors State-wide, but the size of the work force has steadily declined over the past decade to just 200 Toll Collectors on the New Jersey Turnpike and 136 Toll Collectors on the Garden State Parkway, as these jobs have been replaced by automated systems like E-Z Pass; and

WHEREAS, eliminating Toll Collector positions at a time when unemployment is already high and the job market remains depressed, and further reducing Toll Collectors' salaries and benefits, will result in unnecessary financial hardship for these employees and their families; and

WHEREAS, the hardship faced by unemployed or under-paid Toll Collectors will have a negative impact on the State economy and place a greater burden on the public as these workers will have less money to spend on goods and services, as well as on paying down their debts, and more likely to rely on social services as public assistance.

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the City of Jersey City hereby proclaims that we stand with the union workers at the New Jersey Turnpike Authority and urge the New Jersey Turnpike Authority to stop the privatization of Turnpike Toll Collectors.

JJH
1/10/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.036

Agenda No. 10.Z.6

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO QSA GLOBAL INC. FOR THE PURCHASE AND DELIVERY OF OPEN VISION VIDEO X-RAY SYSTEM UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Open Vision LTC Video X-Ray System will provide the Department of Public Safety/E.S.U. Unit a means to quickly prosecute (manually or remotely) suspicious items that fall in the low threat end of the bomb technicians threat assessment; and

WHEREAS, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, QSA Global Inc. 6765 Langley Drive, Baton Rouge, Louisiana is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 84, Contract GS-07F-0280T; and

WHEREAS, QSA Global Inc. 6765 Langley Drive, Baton Rouge, Louisiana submitted a quote int the total amount of Sixty Two Thousand, Nine Hundred Forty Thousand Dollars (\$62,940.00) for Video X-Ray System; and

WHEREAS, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

WHEREAS, the sum of \$62,940.00 is available in Account No. 02-213-40-272-314 which represents the UASI Federal & State FY 12;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 54:34-10.6 (c), a contract is awarded to QSA Global Inc. 6765 Langley Drive, Baton Rouge, Louisiana the holder of GSA Contract GS-07F-0280T, in the amount of \$62,940.00 for Video X-Ray System for the Department of Public Safety, E.S.U Unit.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement.

(Continue to page 2)

City Clerk File No. Res. 14.036
Agenda No. 10.Z.6 JAN 15 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO QSA GLOBAL INC. FOR THE PURCHASE AND DELIVERY OF OPEN VISION VIDEO X-RAY SYSTEM UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT

3. The award of this contract shall be subject to the condition that QSA Global Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-3 et seq.
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer Donna Mauer, as Chief financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

UASI Federal & State FY 12:

| Account No. | Purchase Order | Amount |
|--------------------|-----------------------|---------------|
| 02-213-40-272-314 | 112327 | \$62,940.00 |

Peter Folgado, Director
Purchasing, QPA, RPPO

Donna Mauer, Chief Financial Officer

PF/pv
1/14/13

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A CONTRACT WITH QSA GLOBAL, INC 6765 LANGLEY DRIVE, BATON ROUGE, LA TO PROVIDE AN OPEN VISION LT C-ARM X-RAY SYSTEM FOR THE J.C.P.D. ESU BOMB SQUAD

Initiator

| | | |
|---------------------|--------------------------------|---------------------|
| Department/Division | Office of Emergency Management | & Homeland Security |
| Name/Title | W. Greg Kierce, Director | |
| Phone/email | 547-5681/wkierce@njcps.org | |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution will award a contract to QSA Global, Inc to provide a Open vision LT C-arm Video X-Ray System Model OVLT-S70 for use by members of the J.C.P.D. ESU Bomb Squad. This unit will provide Bomb Squad members to quickly prosecute (manually or remotely) suspicious items that fall into the low threat end of the bomb technicians threat assessment. This unit will decrease the time spent investigating suspicious items, and will minimize the intrusion to the general public and surrounding infrastructure. The cost associated with this project is \$62,940.00 and is provided thru FFY-12 UASI funds at no expense to the city

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/14/14
Date

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 164 731

PO #

DEPT/DIV: DEM

SUBJ: X-Ray System

GOODS & SERVICES NON BIDS

Amending
Emergency
EUS
GSA
Ordinance
Pay to Play
Prof Service
State Contract
Library
Resolution

| | | | | | | | | | | |
|---|--|--|--|---|--|--|--|--|--|--|
| Quote/Proposal/Agreement | | | | ✓ | | | | | | |
| EEO/AA Compliance | | | | | | | | | | |
| BRC/Validation | | | | | | | | | | |
| Pay-to-Play, Political Contribution/B.E.D. | | | | ✓ | | | | | | |
| Legislative Fact Sheet/ Determination of Value | | | | ✓ | | | | | | |
| Other: | | | | | | | | | | |

NOTE: applied for the BAC - in process

BIDS

Goods &
Services
Construction
RFP's
RFQ's
Resolution
Amending

| | | | | | | |
|---|--|--|--|--|--|--|
| Proposal Page/Amounts | | | | | | |
| EEO/AA Compliance | | | | | | |
| BRC/Validation | | | | | | |
| Certification Regarding Suspension/Debarment | | | | | | |
| Legislative Fact Sheet/ Determination of Value | | | | | | |

Notes:



**GSA
Federal
Acquisition
Service**

[Home](#)[eBuy - quotes](#)[GSA Advantage - online shopping](#)[Help](#)Search: ☐ all the words

Search Results Summary

Search Criteria: **qsa**

Contractor/Manufacturer matches

| Source | Description |
|--------|-------------|
|--------|-------------|

| | |
|-----------|--|
| 84 | TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE - The Local Preparedness Acquisition Act, signed June 26, 2008, authorizes state and local governments to purchase from GSA alarm and signal systems, facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services. |
|-----------|--|

Contractors

QSA GLOBAL, INC. [GS-07F-0280T]

Manufacturers

QSA GLOBAL, INC.

Keyword matches - The following may be possible matches for the keywords entered. A search was conducted on GSA Advantage to identify possible matches.

| Source | Description |
|--------|-------------|
|--------|-------------|

| | |
|-----------|---|
| 70 | GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and the Corporate contracts for associated special item numbers. Contracts with the COOP PURC icon indicate that authorized state and local government entities may procure from that contract. |
|-----------|---|

Products

| Category | Description |
|----------|-------------|
|----------|-------------|

| | |
|--------------|---|
| 132 8 | Purchase of New Equipment - SUBJECT TO COOPERATIVE PURCHASING - Includes telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation |
|--------------|---|



QSA Global, Inc.
Envision Product Group
6765 Langley Drive
Baton Rouge, LA 70809
Telephone: (225) 751-5893
Toll Free: (800) 225-1383
Facsimile: (225) 756-0365
Website: www.openvision.us

Product Quotation

Business Name: Jersey City Police Department
Address: Jersey City, NJ

Quotation Number: 11052013-1
Quotation Date: Nov. 5, 2013

Attn: John Antnan
Email: jantman@njjcps.org

Expiration Date: Jan. 5, 2014

OpenVision™ LT C-arm Video X-ray System – Model OVLT-S70

- 4"x 6" field of view, continuously movable
- Real-time NTSC video (30 frames/second)
- 250 micron (0.010") pixel resolution
- Constant potential X-ray, 40kV-70kV Minimum. Adjustable Kv & mA
- Head Mounted display system – goggle mount
- Handheld Kit with 6.5" LCD display
- Digital video recorder (DVR) with wireless LCD & 4GB SD card
- Two Lithium-ion battery packs and 1 hour charger
- C-arm-mounted switch and X-ray On light
- Controller with key switch, kV/mA controls, indicator lights, audible alarm
- Pelican field case for X-ray system components
- One year limited warranty

OVLT C-arm Video Imaging System OVLT-S70
Cooperative Purchasing Open Market Price to Law Enforcement Agencies
Discounts for 3-5 Units (3%) and 6+ units (5%) available.

List Price \$74,900.00 ea
\$56,345.17 ea

| Qty. | Description | Unit Price (USD) | Extended Price |
|------|---|------------------|--------------------|
| 1 | OVLT – S Open Vision Video X-Ray System | \$56,345.17 | \$56,345.17 |
| 1 | Imager Extension Arm Package, "Open Market" | \$2,990.00 | \$2,990.00 |
| 1 | Back Pack – Black, "Open Market" | \$390.00 | \$390.00 |
| 1 | Remote Entry 150ft Robot Cable, "Open Market" | \$350.00 | \$350.00 |
| 1 | Robot Attachment Kit – Remotec F6B | \$2,515.00 | \$2,515.00 |
| 1 | Shipping | | \$350.00 |
| | Total | | \$62,940.17 |



QSA GLOBAL



**GSA
Federal
Acquisition
Service**

[Home](#)[eBuy - quotes](#)[GSA Advantage - online shopping](#)[Help](#)Search: ☐ All the words

Search Results Summary

Search Criteria: **426 4k**

Instructions: Click the source number to view a list of categories. Click the category number (i.e. SIN) to view a list of contractors.

Description matches

| Source | Description |
|--------|-------------|
|--------|-------------|

| | |
|----|--|
| 84 | TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE - The Local Preparedness Acquisition Act, signed June 26, 2008, authorizes state and local governments to purchase from GSA alarm and signal systems, facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services. |
|----|--|

Law Enforcement and Security Equipment Supplies and Services

| Category | Description |
|----------|-------------|
|----------|-------------|

| | |
|---------------|---|
| 426 4K | Metal and Bomb Detection Equipment: Includes Airport Security, and related services |
|---------------|---|

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 084 -- Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response

FSG 84: Law Enforcement & Security Equipment

CONTRACT NUMBER: GS-07F-0280T

CONTRACT PERIOD: March 19, 2007 – March 18, 2012

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Envision Product Design LLC
7800 King Street
Anchorage, AK
Phone number: 907.563.1141
Fax number: 907.563.1142
E-Mail: johnp@cmosxray.com or kyh@cmosxray.com

CONTRACTOR'S ADMINISTRATION SOURCE: Same as above.

BUSINESS SIZE: Woman-Owned Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

| SIN | DESCRIPTION |
|--------|------------------------------------|
| 426-4K | Metal and Bomb Detection Equipment |

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

| SIN | MODEL | PRICE |
|--------|-------|-------------------------|
| 426-4K | OVLT | \$58,860.17 (GSA Price) |

2. MAXIMUM ORDER*: SIN: 426-4K, \$850,000 per SIN/Per Order

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: 1 system.

4. GEOGRAPHIC COVERAGE: Domestic, 50 States, DC, Puerto Rico and US Territories.

5. POINT(S) OF PRODUCTION: Anchorage, Anchorage County, Alaska.

6. DISCOUNT FROM LIST PRICES: 22% from the Envision Product Design LLC Price List effective 05.01.09.

For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0.75%.

7. QUANTITY DISCOUNT(S): 3%, 3-5 systems and 5%, 6+ systems. (These discounts are in addition to the 22% basic discount and all systems must be ordered at the same time.)

| | | |
|-------------|----|-------------|
| 3-5 Systems | 3% | \$57,107.51 |
| 6+ Systems | 5% | \$55,939.07 |

See Section 2 above for larger orders.

8. PROMPT PAYMENT TERMS: 1% 20 days, Net 30

9.a. Government Purchase Cards are accepted at or below the micro-purchase threshold.

9.b. Government Purchase Cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: None.

11a. TIME OF DELIVERY: 15-45 DARO

11b. EXPEDITED DELIVERY: Consult with Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Consult with Contractor

11d. URGENT REQUIRMENTS: Consult with Contractor

12. FOB POINT: Origin.

13a. ORDERING ADDRESS: Same as Contractor's address.

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: Same as Contractor's address.

15. WARRANTY PROVISION: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Accepted above the micro-purchase level.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT: N/A

25. DUNS NUMBER: 849061379

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Contractor is registered.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the name of business entity has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bear the award of this contract in the one year period preceding date of award scheduled for approval of the contract by the governing body to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the name of entity of elected officials as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gilewski |
| Team Fulop | Councilperson Khamesh "Chico" Ramchar |
| Team Fulop Runoff | Councilperson Richard Boggianno |
| Lavaro for Council | Councilperson Michael Yon |
| Councilperson Joyce E. Watterman | Councilperson Candice Osborne |
| Councilperson Daniel Rivera | Councilperson Diane Coleman |

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity: Publicly Traded

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Part III - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: USA Global Inc
 Signed: Jean L. Gustin Title: Chief Financial Officer
 Print Name: JEAN L. GUSTIN Date: 18 DEC 2013

Subscribed and sworn before me this 2 day of December , 20 13

 (Affiant)

My Commission expires: _____
 (Print name & title of affiant) (Corporate Seal)

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name:

QSA Global Inc

Corp Address:

30 NORTH AVENUE BURLINGTON MA 01803

Telephone No.:

781-505-8222

Contact Name:

JEANNE K. GREENLAND

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

* * * COMMUNICATION RESULT REPORT (JAN.13.2014 2:34PM) * * *

FAX HEADER: REA TECHNOLOGY

| FILE MODE | OPTION | ADDRESS (GROUP) | RESULT | PAGE |
|---------------|--------|-----------------|--------|--------|
| 414 MEMORY TX | | 16092924291 | OK | P. 3/3 |

REASON FOR ERROR

E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER

E-2) BUSY
E-4) NO FACSIMILE CONNECTION

FAX#: 609-292-4291

NJ-REG

3-25-11

STATE OF NEW JERSEY
DIVISION OF REVENUE
BUSINESS REGISTRATION APPLICATION

*** NO FEE REQUIRED ***

Please read instructions carefully before filling out this form
ALL SECTIONS MUST BE FULLY COMPLETED

MAIL TO:
CLIENT REGISTRATION
PO BOX 252
TRENTON, NJ 08646-0252

OVERNIGHT DELIVERY:
CLIENT REGISTRATION
33 West State St 3rd FL
TRENTON, NJ 08608

Hotline
(800) 292-9292

www.nj.gov/treasury/revenue/

A. Please indicate the reason for your filing this application:

- ☐ Original application for a new business
☐ Moved previously registered business to new location (REG-C-1 can be used in lieu of NJ-REG)
☐ Amended application for an existing business
Reason(s) for amending application: _____

☐ Application for an additional location of an existing registered business

☒ Applying for a Business Registration Certificate

☐ Employer of Domestic Household Employee(s)

☐ Withholding for Employee(s) residing in NJ (Not doing business or employing in NJ)

B. FEIN # 36 3962001 OR Soc. Sec. # of Owner

☐ Check Box if "Applied for"

C. Name QSA Global, Inc.

(If your business entity is a Corporation, LLC, LLP or Non-Profit Organization, give entity name. (If NOT, give Name of Owner or Partners)

D. Trade Name _____

E. Business Location: (Do not use P.O. Box for Location Address)

Street 30 NORTH AVECity BURLINGTON State MAZip Code 01803

(Give 5-digit Zip)

(See instructions for providing alternate addresses)

F. Mailing Name and Address: (If different from business address)

Name QSA Global, Inc.Street 6765 Langley DRCity BATON ROUGE State LAZip Code 70809

(Give 5-digit Zip)

G. Beginning date for this business:

01 / 13 / 2014 (see instructions)
month day year

O/C _____

H. Type of ownership (check one):

- ☐ NJ Corporation ☐ Sole Proprietor ☐ Partnership ☒ Out-of-State Corporation ☐ LLP ☐ Other _____
☐ Limited Partnership ☐ LLC (1065 Filer) ☐ LLC (1120 Filer) ☐ LLC (Single Member) ☐ S Corporation (You must complete page 41)

I. New Jersey Business Code

(see instructions) ☐ Domestic (Household Employer)

J. County / Municipality Code 43 00

(see instructions) K. County _____

(New Jersey only)

L. Will this business be SEASONAL?

☐ Yes ☒ No

FOR OFFICIAL USE ONLY

DLN _____

PAL# 609-292-4291

NJ-REG
3-2011

STATE OF NEW JERSEY
DIVISION OF REVENUE
BUSINESS REGISTRATION APPLICATION

*** NO FEE REQUIRED ***

Please read instructions carefully before filling out this form
ALL SECTIONS MUST BE FULLY COMPLETED

MAIL TO:
CLIENT REGISTRATION
PO BOX 252
TRENTON, NJ 08646-0252

OVERNIGHT DELIVERY:
CLIENT REGISTRATION
33 West State St 3rd FL
TRENTON, NJ 08608

Hotline
(609) 292-9292

www.nj.gov/treasury/revenue/

REGISTRATION DETAIL

A. Please indicate the reason for your filing this application:

- ☐ Original application for a new business
☐ Moved previously registered business to new location (REG-C-L can be used in lieu of NJ-REG)
☐ Amended application for an existing business
Reason(s) for amending application: _____

- ☒ Application for an additional location of an existing registered business
☒ Applying for a Business Registration Certificate
☐ Withholding for Employee(s) residing in NJ (Not doing business or employing in NJ)
☐ Employer of Domestic Household Employee(s)

B. FEIN # 36 3962001 OR Soc. Sec. # of Owner

☐ Check Box if "Applied for"

C. Name QSA Global, Inc
(If your business entity is a Corporation, LLC, LLP, LP or Non-Profit Organization, give entity name. IF NOT, give Name of Owner or Partners)

D. Trade Name _____

E. Business Location: (Do not use P.O. Box for Location Address)

Street 30 NORTH AVE
City BURLINGTON State MA
Zip Code 01803
(Give 9-digit Zip)

(See Instructions for providing alternate addresses)

F. Mailing Name and Address: (if different from business address)

Name QSA Global, Inc
Street 6765 Langley DR
City Baton Rouge State LA
Zip Code 70809
(Give 9-digit Zip)

G. Beginning date for this business: 01 / 13 / 2014 (see instructions)
month day year

O/C

H. Type of ownership (check one):

- ☐ NJ Corporation ☐ Sole Proprietor ☐ Partnership ☒ Out-of-State Corporation ☐ LLP ☐ Other _____
☐ Limited Partnership ☐ LLC (1065 Filer) ☐ LLC (1120 Filer) ☐ LLC (Single Member) ☐ S Corporation (You must complete page 41)

I. New Jersey Business Code (see instructions) ☐ Domestic (Household Employer)

FOR OFFICIAL USE ONLY

J. County / Municipality Code 43 00 (see instructions) K. County DLN
(New Jersey only)

L. Will this business be SEASONAL? ☐ Yes ☒ No

If YES - Circle months business will be open:

JAN FEB MAR APR MAY JUN JUL AUG SEPT OCT NOV DEC

M. If an ENTITY (Item C) complete the following:

Date of Incorporation: / /
month day year

State of Incorporation Fiscal month

NJ Business/Corp. #

Is this a Subsidiary of another corporation? ☒ YES ☐ NO

If YES, give name and Federal ID# of parent: ILLINOIS TOOL WORKS 36-1258310

N. Standard Industrial Code (If known)

O. NAICS (If known)

P. Provide the following information for the owner, partners or responsible corporate officers. (If more space is needed, attach rider)

BUSINESS DETAIL

OWNERSHIP DETAIL

| NAME (Last Name, First, MI) | SOCIAL SECURITY NUMBER TITLE | HOME ADDRESS (Street, City, State, Zip) | PERCENT OF OWNERSHIP |
|--------------------------------|---------------------------------|--|-------------------------|
| Publically Traded Company | | | |
| | | | |
| | | | |
| | | | |

BE SURE TO COMPLETE NEXT PAGE

FEIN#:

36-3962001

NAME:

QSA Global, Inc

NJ-REG

Each Question Must Be Answered Completely

1. a. Have you or will you be paying wages, salaries or commissions to employees working in New Jersey within the next 6 months? ☐ Yes ☒ No

Give date of first wage or salary payment:

____/____/____
Month Day Year

If you answered "No" to question 1.a., please be aware that if you begin paying wages you are required to notify the Client Registration Bureau at PO Box 252, Trenton NJ 08646-0252, or phone (609)-292-9292.

- b. Give date of hiring first NJ employee:

____/____/____
Month Day Year

- c. Date cumulative gross payroll exceeds \$1,000

____/____/____
Month Day Year

- d. Will you be paying wages, salaries or commissions to New Jersey residents working outside New Jersey? ☐ Yes ☒ No

- e. Will you be the payer of pension or annuity income to New Jersey residents? ☐ Yes ☒ No

- f. Will you be holding legalized games of chance in New Jersey (as defined in Chapter 47 Rules of Legalized Games of Chance) where proceeds from any one prize exceed \$1,000? ☐ Yes ☒ No

- g. Is this business a PEO (Employee Leasing Company)? (If yes, see page 8) ☐ Yes ☒ No

2. Did you acquire ☐ Substantially all the assets; ☐ Trade or business; ☐ Employees; of any previous employing units? ☐ Yes ☒ No

If answer is "No", go to question 4.

If answer is "Yes", indicate by a check whether ☐ in whole or ☐ in part, and list business name, address and registration number of predecessor or acquired unit and the date business was acquired by you. (If more than one, list separately. Continue on separate sheet if necessary.)

Name of Acquired Unit _____

N.J. Employer ID _____

ACQUIRED

PERCENTAGE
ACQUIRED☐ Assets _____ %☐ Trade or Business _____ %☐ Employees _____ %

Address _____

Date Acquired _____

3. Subject to certain regulations, the law provides for the transfer of the predecessor's employment experience to a successor where the whole of a business is acquired from a subject predecessor employer. The transfer of the employment experience is required by law.

Are the predecessor and successor units owned or controlled by the same interests? ☐ Yes ☒ No

4. Is your employment agricultural? ☐ Yes ☒ No

5. Is your employment household? ☐ Yes ☒ No

a. If yes, please indicate the date in the calendar quarter in which gross cash wages totaled \$1,000 or more ____/____/____
Month Day Year

6. Are you a 501(c)(3) organization? ☐ Yes ☒ No

If "Yes", to apply for sales tax exemption, obtain form REG-1E at http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/reg1e.pdf

7. Were you subject to the Federal Unemployment Tax Act (FUTA) in the current or preceding calendar year? ☐ Yes ☒ No

(See instruction sheet for explanation of FUTA) If "Yes", indicate year: _____

8. a. Does this employing unit claim exemption from liability for contributions under the Unemployment Compensation Law of New Jersey? ☐ Yes ☒ No

If "Yes," please state reason. (Use additional sheets if necessary.) _____

- b. If exemption from the mandatory provisions of the Unemployment Compensation Law of New Jersey is claimed, does this employing unit wish to voluntarily elect to become subject to its provisions for a period of not less than two complete calendar years? ☐ Yes ☒ No

9. Type of business ☐ 1. Manufacturer ☐ 2. Service ☐ 3. Wholesale ☐ 4. Construction ☐ 5. Retail ☐ 6. Government

Principal product or service in New Jersey only _____

Type of Activity in New Jersey only _____

10. List below each place of business and each class of industry in New Jersey, even though you may have only one place of business or engage in only one class of industry.

- a. Do you have more than one employing facility in New Jersey? ☐ Yes ☒ No

NJ WORK LOCATIONS (Physical location, not mailing address)

NATURE OF BUSINESS (See instructions)

No. of Workers at
Each Location
and/in Each Class
of Industry

Street Address, City, Zip Code

County

NAICS
CodePrincipal Product or Service
Complete Description %

(Continue on separate sheet, if necessary)

BE SURE TO COMPLETE NEXT PAGE

FEIN: 36-3962001NAME: QSA Global, Inc

NJ-REG

Each Question Must Be Answered Completely

11. a. Will you collect New Jersey Sales Tax and/or pay Use Tax? ☐ Yes ☒ No
GIVE EXACT DATE YOU EXPECT TO MAKE FIRST SALE _____
Month / Day / Year
- b. Will you need to make exempt purchases for your inventory or to produce your product? ☒ Yes ☐ No
- c. Is your business located in (check applicable box(es)); ☐ Atlantic City ☐ Salem County
☐ North Wildwood ☐ Wildwood Crest ☐ Wildwood
- d. Do you have more than one location in New Jersey that collects New Jersey Sales Tax? (If yes, see instructions) ☐ Yes ☒ No
- e. Do you, in the regular course of business, sell, store, deliver or transport natural gas or electricity to users or customers in this state whether by mains, lines or pipes located within this State or by any other means of delivery? ☐ Yes ☒ No
12. Do you intend to sell cigarettes? ☐ Yes ☒ No
Note: If yes, complete the REG-L form on page 45 in this booklet and return with your completed NJ-REG.
To obtain a cigarette retail or vending machine license complete the form CM-100 on page 48.
13. a. Are you a distributor or wholesaler of tobacco products other than cigarettes? ☐ Yes ☒ No
b. Do you purchase tobacco products other than cigarettes from outside the State of New Jersey? ☐ Yes ☒ No
14. Are you a manufacturer, wholesaler, distributor or retailer of "litter-generating products"? See instructions for retailer ☐ Yes ☒ No
liability and definition of litter-generating products.
15. Are you an owner or operator of a sanitary landfill facility in New Jersey? ☐ Yes ☒ No
IF YES, indicate D.E.P. Facility # and type (See Instructions) _____
16. a. Do you operate a facility that has the total combined capacity to store 200,000 gallons or more of petroleum products? ☐ Yes ☒ No
b. Do you operate a facility that has the total combined capacity to store 20,000 gallons (equals 167,043 pounds) of hazardous chemicals? ☐ Yes ☒ No
c. Do you store petroleum products or hazardous chemicals at a public storage terminal? ☐ Yes ☒ No
Name of terminal _____
17. a. Will you be involved with the sale petroleum products? ☐ Yes ☒ No
Note: If yes, complete the REG-L form in this booklet and return with your completed NJ-REG. You will be sent a motor fuel licence application (MFA-1) or you can download this application at www.state.nj.us/treasury/taxation/prntmf.shtml
- b. Will your company be engaged in the refining and/or distributing of petroleum products for distribution in this State or the importing of petroleum products into New Jersey for consumption in New Jersey? ☐ Yes ☒ No
- c. Will your business activity require you to issue a Direct Payment Permit in lieu of payment of the Petroleum Products Gross Receipts Tax on your purchases of petroleum products? ☐ Yes ☒ No
18. Will you be providing goods and services as a direct contractor or subcontractor to the state, other public agencies including local governments, colleges and universities and school boards, or to casino licensees? ☒ Yes ☐ No
19. Will you be engaged in the business of renting motor vehicles for the transportation of persons *EMERGENCY SERVICE UNIT* ☐ Yes ☒ No or non-commercial freight?
20. Is your business a hotel, motel, bed & breakfast or similar facility and located in the State of New Jersey? ☐ Yes ☒ No
21. Will this business be operating in the Sports and Entertainment District of Millville NJ? ☐ Yes ☒ No
If yes, will the business be engaged in obtaining gross receipts from any of the following (Circle all that apply if "Yes")
a. Sales, rental or leases of tangible personal property b. Sales of food & drink? c. Charges of admission d. Rental charges for hotel occupancies?
22. Do you make retail sales of new motor vehicle tires, or sell or lease motor vehicles? ☐ Yes ☒ No
23. Do you provide "cosmetic medical procedures" or goods or occupancies directly associated with such procedures? ☐ Yes ☒ No
(See description of Cosmetic Procedures Gross Receipts Tax in the list of Taxes of the State of New Jersey, page 5.)
Type of Business _____
24. Do you sell voice grade access telecommunications or mobile telecommunications to a customer with a primary place of use in this State? ☐ Yes ☒ No
25. Contact Information: Person JEANNE K. GREENLAND Title: Int'l Logistics mgr
Daytime Phone: (781) 505-8222 Ext. _____ E-mail address: jeanne.greenland@qsa-global.com
Signature of Owner, Partner or Officer: _____
Title: Controller Date: 13 Jan 2014

NO FEE IS REQUIRED TO FILE THIS FORM

IF YOU ARE A SOLE PROPRIETOR OR A PARTNERSHIP WITHOUT EMPLOYEES - STOP HERE -
IF YOU HAVE EMPLOYEES PROCEED TO THE STATE OF NJ NEW HIRE REPORTING FORM ON PAGE 29

IF YOU ARE FORMING A CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR A LIMITED LIABILITY PARTNERSHIP YOU MUST CONTINUE ANSWERING APPLICABLE QUESTIONS ON PAGES 23 AND 24

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14-036

Agenda No. _____ 10.Z.7

Approved: _____

TITLE: _____



RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF JERSEY CITY, JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND HUDSON COUNTY CHAMBER OF COMMERCE TO ERECT AND OPERATE WELCOMING TENTS FOR TOURISTS DURING THE SUPER BOWL

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Super Bowl XLVIII at the Meadowlands Sports Complex is a major public tourist event sponsored by, among others, the New Jersey Sports and Exposition Authority, a public authority of the State of New Jersey; and

WHEREAS, the Super Bowl teams will be staying in the Westin and the Hyatt, hotels that are located in the City of Jersey City, which will enable the City to showcase its attractiveness as a world class tourist destination; and

WHEREAS, the Chamber of Commerce and the Jersey City Economic Development Corporation [EDC] are contributing funds for a joint tourism event, to wit the erection and operation of a Welcoming Tents, one in the vicinity of the Westin Hotel and the second near the Hyatt Hotel during the week preceding the Super Bowl; and

WHEREAS, the Chamber of Commerce has agreed to donate approximately \$15,000 and the EDC approximately \$25,000, for this event; and

WHEREAS, the City has agreed to donate the services of employees and equipment to offset the costs of the event; and

WHEREAS, the parties have agreed to execute a joint agreement to memorialize their understanding and to insure transparency in the use of City employees and equipment during the event; and

WHEREAS, the agreement shall be effective upon execution and shall expire on February 2, 2014.

NOW, THEREFORE, in consideration of the within terms and conditions, the parties agree as follows:

1. The Mayor or Business Administrator is authorized to execute the attached Memorandum of Understanding with the Hudson County Chamber of Commerce to engage in certain joint tourism activities during the Super Bowl XLVIII; and
2. The Memorandum of Understanding shall be in substantially the form attached hereto, subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel; and
3. The Mayor or Business Administrator is authorized to execute any other documents or to take such other actions appropriate or necessary to effectuate the purposes of this resolution.

JM/he
1/15/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/15/14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | | | | YUN | | | | RIVERA | | | |
| RAMCHAL | | | | OSBORNE | | | | WATTERMAN | | | |
| BOGGIANO | | | | COLEMAN | | | | LAVARRO, PRES | | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF JERSEY CITY, JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND HUDSON COUNTY CHAMBER OF COMMERCE TO ERECT AND OPERATE WELCOMING TENTS FOR TOURISTS DURING THE SUPER BOWL

This Agreement made the _____ day of January, 2014 among the **CITY OF JERSEY CITY** [City], a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302; the **JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION** [EDC], a quasi public non-profit corporation, with offices at 30 Montgomery Street, Suite 1400, Jersey City, New Jersey 07302 and the **HUDSON COUNTY CHAMBER OF COMMERCE**, [Chamber of Commerce], a non-profit entity, with offices at 857 Bergen Avenue, 3rd Floor, Jersey City, New Jersey 07306

RECITALS

WHEREAS, the Super Bowl XLVIII at the Meadowlands Sports Complex is a major public tourist event sponsored by, among others, the New Jersey Sports and Exposition Authority, a public authority of the State of New Jersey; and

WHEREAS, the Super Bowl teams will be staying in the Westin and the Hyatt, hotels that are located in the City of Jersey City which will enable the City to showcase its attractiveness as a world class tourist destination; and

WHEREAS, the Chamber of Commerce and the EDC are contributing funds for a joint tourism event, to wit the erection and operation of a Welcoming Tents, one in the vicinity of the Westin Hotel and the second near the Hyatt Hotel during the week preceding the Super Bowl; and

WHEREAS, the Chamber of Commerce has agreed to donate approximately \$15,000 and the EDC approximately \$25,000, for this event; and

WHEREAS, the City has agreed to donate the services of employees and equipment to offset the costs of the event; and

WHEREAS, the parties have agreed to execute a joint agreement to memorialize their understanding and to insure transparency in the use of City employees and equipment during the event; and

WHEREAS, the agreement shall be effective upon execution and shall expire on February 2, 2014.

NOW, THEREFORE, in consideration of the within terms and conditions, the parties agree as follows:

Article 1
Purpose of Agreement

The purpose of this Agreement is to enable the City to provide employees and equipment in furtherance of certain tourism events specifically, the erection and operation of two Welcoming Tents by the Chamber of Commerce and EDC for tourists who will be in the vicinity of the Westin Hotel and the Hyatt Hotel, during the week preceding the Super Bowl [Event].

Article 2
Scope of Services

1. The Chamber of Commerce and/or EDC shall provide all funds and contact with the vendors needed to erect, operate and otherwise the Event.
2. The City will provide such employees and equipment as the Mayor or Business Administrator in his sole discretion, determines to be appropriate to assist the Chamber of Commerce or EDC in the implementation and operation of this Event.

Article 3
Term of Agreement

The term of this Agreement shall commence upon the date of the execution of this Agreement and expire February 2, 2014.

Article 4
Compensation and Payment

The Chamber of Commerce has agreed to contribute the sum of \$15,000 to the EDC and the EDC has agreed to contribute approximately \$25,000 for this Event and will work collaboratively to fully implement the Event.

Article 5
Contractual Relationship

1. The City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the Chamber of Commerce or the EDC. As an independent contractor, the City shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. The City shall perform the services to be furnished under this Agreement only if the Mayor or Business Administrator determine, in their sole discretion, that employees or equipment are available for use at the Event and only for the times

and to the degree they reasonable determine such services to be appropriate or necessary.

Article 6
Assignment

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heir, executors, legal representatives and assigns.

Article 7
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

Article 8
Insurance

The Chamber of Commerce and/or the EDC agree that before the City will provide either employees or equipment, they will secure such insurance naming the City as an additional Insured and agree to such indemnification of the City that the City's Risk Manager shall require, if any.

Article 9
Entire Agreement

This Agreement constitutes the entire Agreement among the parties. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

Article 10
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City
280 Grove Street
Jersey City, NJ 07302
Attn: Robert J. Kakoleski, Acting Business Administrator

Hudson County Chamber of Commerce
857 Bergen Avenue – 3rd Floor
Jersey City, NJ 07306

Jersey City Economic Development Corporation
30 Montgomery Street – Suite 1400
Jersey City, NJ 07302

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Acting Business Administrator

Dated: _____

Dated: _____

WITNESS:

**HUDSON COUNTY CHAMBER OF
COMMERCE**

Executive Director

Dated: _____

Dated: _____

WITNESS:

**JERSEY CITY ECONOMIC
DEVELOPMENT CORPORATION**

JM
1-15-14

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.037

Agenda No. 10.Z.7

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF JERSEY CITY, JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND HUDSON COUNTY CHAMBER OF COMMERCE TO ERECT AND OPERATE WELCOMING TENTS FOR TOURISTS DURING THE SUPER BOWL

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Super Bowl XLVIII at the Meadowlands Sports Complex is a major public tourist event sponsored by, among others, the New Jersey Sports and Exposition Authority, a public authority of the State of New Jersey; and

WHEREAS, the Super Bowl teams will be staying in the Westin and the Hyatt, hotels that are located in the City of Jersey City, which will enable the City to showcase its attractiveness as a world class tourist destination; and

WHEREAS, the Chamber of Commerce and the Jersey City Economic Development Corporation [EDC] are contributing funds for a joint tourism event, to wit the erection and operation of a Welcoming Tents, one in the vicinity of the Westin Hotel and the second near the Hyatt Hotel during the week preceding the Super Bowl; and

WHEREAS, the Chamber of Commerce has agreed to donate approximately \$15,000 and the EDC approximately \$25,000, for this event; and

WHEREAS, the City has agreed to donate the services of employees and equipment to offset the costs of the event; and

WHEREAS, the parties have agreed to execute a joint agreement to memorialize their understanding and to insure transparency in the use of City employees and equipment during the event; and

WHEREAS, the agreement shall be effective upon execution and shall expire on February 2, 2014.

NOW, THEREFORE, in consideration of the within terms and conditions, the parties agree as follows:

1. The Mayor or Business Administrator is authorized to execute the attached Memorandum of Understanding with the Hudson County Chamber of Commerce to engage in certain joint tourism activities during the Super Bowl XLVIII; and
2. The Memorandum of Understanding shall be in substantially the form attached hereto, subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel; and
3. The Mayor or Business Administrator is authorized to execute any other documents or to take such other actions appropriate or necessary to effectuate the purposes of this resolution.

JM/he
1/15/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/15/14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk